

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROLS  
DIVISION OF PARKS & RECREATION  
CONTRACT # 2019-HL-200

SPECIFICATIONS  
FOR

ASSAWOMAN CANAL TRAIL EXTENSION

AT

7 TOWN ROAD  
OCEAN VIEW, DE 19970

PREPARED  
BY

RUMMEL, KLEPPER & KAHL, LLP

ISSUED FOR FINAL REVIEW  
MAY 24, 2019



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## SECTION 00 11 16 – INVITATION TO BID

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation, Office of Design and Development will receive sealed bids in the Auditorium, DNREC Building, 89 Kings Highway, Dover Delaware 19901, until 2:00 PM local time on October 3, 2019, at which time they will be publicly opened and read aloud in the Auditorium. Bidder bears the risk of late delivery. Any bid received after the stated time will be returned unopened.

The project involves construction of a 8-foot wide Shared-Use Path, a modified curb retaining wall beneath the SR 26 bridge over Assawoman Canal, bicycle guide signs, and site grading to provide positive drainage.

A **MANDATORY** Pre-Bid Meeting will be held on September 19, 2019, at 10:00 AM. at Assawoman Canal Trail Parking Lot - 7 Town Road, Ocean View, DE 19970 - for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the following address. The outer envelope should clearly indicate **"DNREC CONTRACT NO. 2019-HL-200 SEALED BID – DO NOT OPEN"**.

Dept. of Natural Resources & Environmental Control  
Division of Parks and Recreation  
Office of Design and Development  
89 Kings Highway, Dover DE 19901  
Attn: Brooks Cahall, Phone Number: 302-739-9210

Contract documents may be obtained at the office of the Division of Parks and Recreation upon receipt of \$25.00 for each disc. This payment is non-refundable and the documents need not be returned. Checks are to be made payable to Division of Parks and Recreation.

Bidding documents will be available for review at the following locations: Division of Parks and Recreation.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

Shawn M. Garvin, Secretary

END OF SECTION 00 11 16

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## **SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**

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**ARTICLE 1: GENERAL**

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

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

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

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any 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 4 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.
- 4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.’
- 4.1.12 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 As required by Delaware Code, Title 29, section 6962(d)(10)b, 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. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 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 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

#### 4.5 PREVAILING WAGE REQUIREMENT

4.5.1 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.

- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 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.
- 4.6 SUBMISSION OF BIDS
- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.6.5 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.
- 4.7 MODIFICATION OR WITHDRAW OF BIDS
- 4.7.1 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.
- 4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.7.3 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;
  - 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 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.

#### **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**

ASSAWOMAN CANAL TRAIL EXTENSION  
7 TOWN ROAD, OCEAN VIEW, DE 19970  
DIVISION OF PARKS AND RECREATION CONTRACT No. 2019-HL-200

**BID FORM**

For Bids Due: **October 3, 2019 at 2:00 PM** To: Dept. of Natural Resources and Environmental Control  
Division of Parks and Recreation  
Office of Design and Development  
89 Kings Highway, Dover DE 19901

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 Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

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:

\$ \_\_\_\_\_

( \$ )

ASSAWOMAN CANAL TRAIL EXTENSION  
7 TOWN ROAD, OCEAN VIEW, DE 19970  
DIVISION OF PARKS AND RECREATION CONTRACT No. 2019-HL-200

**BID FORM**

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: N/A

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

No. of Days to Complete Alternate 1: \_\_\_\_\_

ALTERNATE No. 2: N/A

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

No. of Days to Complete Alternate 2: \_\_\_\_\_

ASSAWOMAN CANAL TRAIL EXTENSION  
7 TOWN ROAD, OCEAN VIEW, DE 19970  
DIVISION OF PARKS AND RECREATION CONTRACT No. 2019-HL-200

**BID FORM**

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

		DEDUCT	ADD
UNIT PRICE No. 1:	Description	\$ _____	\$ _____
UNIT PRICE No. 2	Description	\$ _____	\$ _____
UNIT PRICE No. 3	Description	\$ _____	\$ _____
UNIT PRICE No. 4	Description	\$ _____	\$ _____
UNIT PRICE No. 5	Description	\$ _____	\$ _____
UNIT PRICE No. 6	Description	\$ _____	\$ _____
UNIT PRICE No. 7	Description	\$ _____	\$ _____
UNIT PRICE No. 8	Description	\$ _____	\$ _____

ASSAWOMAN CANAL TRAIL EXTENSION  
7 TOWN ROAD, OCEAN VIEW, DE 19970  
DIVISION OF PARKS AND RECREATION CONTRACT No. 2019-HL-200

**BID FORM**

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

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids, 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: \_\_\_\_\_  
(Authorized Signature)

(Seal)

\_\_\_\_\_  
(Title)

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

**ATTACHMENTS**

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

ASSAWOMAN CANAL TRAIL EXTENSION  
7 TOWN ROAD, OCEAN VIEW, DE 19970  
DIVISION OF PARKS AND RECREATION CONTRACT No. 2019-HL-200

**BID FORM**

SUBCONTRACTOR LIST

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

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax payer ID # or Delaware Business license #
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____
5.	_____	_____	_____
	_____	_____	_____
6.	_____	_____	_____
	_____	_____	_____
7.	_____	_____	_____
	_____	_____	_____
8.	_____	_____	_____
	_____	_____	_____

ASSAWOMAN CANAL TRAIL EXTENSION  
7 TOWN ROAD, OCEAN VIEW, DE 19970  
DIVISION OF PARKS AND RECREATION CONTRACT No. 2019-HL-200

**BID FORM**

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 Design and Development, Division of Parks and Recreation, DNREC.

All the terms and conditions of the Assawoman Canal Trail Extension 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 \_\_\_\_\_ of 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, NOTARY PULIC \_\_\_\_\_

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

ASSAWOMAN CANAL TRAIL EXTENSION  
7 TOWN ROAD, OCEAN VIEW, DE 19970  
DIVISION OF PARKS AND RECREATION CONTRACT No. 2019-HL-200

**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.**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
of amount of bid on Contract No. \_\_\_\_\_, to be paid to the **State** for the use and  
benefit of \_\_\_\_\_ (*insert State agency name*) for which payment  
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and  
successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**  
who has submitted to the \_\_\_\_\_ (*insert State agency name*) a  
certain proposal to enter into this contract for the furnishing of certain material and/or services within the  
**State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this  
Contract as may be required by the terms of this Contract and approved by the \_\_\_\_\_  
\_\_\_\_\_ (*insert State agency name*) this Contract to be entered into within twenty days after  
the date of official notice of the award thereof in accordance with the terms of said proposal, then this  
obligation shall be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two  
thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED, AND DELIVERED IN THE  
Presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

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

Witness: \_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017**

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware’s General Requirements.

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**SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017**

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor,” AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

**ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 Delete paragraph 3.1 in its entirety and replace with the following:

“The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner.”

**ARTICLE 5: PAYMENTS**

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

“Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment.”

5.3 Insert the interest rate of “1% per month not to exceed 12% per annum.”

**ARTICLE 6: DISPUTE RESOLUTION**

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 7: TERMINATION or SUSPENSION**

7.1.1 Delete paragraph 7.1.1 in its entirety.

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.4 Delete paragraph 8.4 in its entirety and replace with the following:

“The Contractor’s representative shall not be changed without ten days written notice to the Owner.”

**END OF SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR**

(THIS PAGE INTENTIONALLY LEFT BLANK)

## **SUPPLEMENT TO A101-2017 – EXHIBIT ‘A’ INSURANCE AND BONDS**

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor,” AIA Document A101-2007 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

### **ARTICLE A.2 OWNER’S INSURANCE**

#### A.2.1 General

Delete paragraph A.2.1 in its entirety.

#### A.2.2 Liability Insurance

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

#### A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

#### A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

#### A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

### **ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS**

#### A.3.1.3 Additional Insured Obligations

In the first sentence after “coverage to include (1)” delete “(1) the Owner;”.

Strike the remainder of the first sentence beginning at the semicolon “; and (2) the Owner” through the end of the sentence.

Delete the second sentence in its entirety.

##### A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety and replace with the following:

Property Insurance of the same type and scope satisfying the requirements identified in Section A.2.3, The Contractor shall comply with all obligations of the Owner under A.2.3 except to the extent provided below. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.

## **END SUPPLEMENT TO A101-2017 – EXHIBIT A INSURANCE AND BONDS**

**(THIS PAGE INTENTIONALLY LEFT BLANK)**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the \_\_\_\_\_ (“**Owner**”) (*insert State agency name*), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

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

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_

Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)

Name:

Title:

SURETY

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

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_

Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)

Name:

Title:

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the \_\_\_\_\_ (“**Owner**”) (*insert State agency name*), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

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

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

SURETY

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

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

# AIA® Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** PROJECT: BHH      **APPLICATION NO:** 001      **Distribution to:**  
 PERIOD TO: OWNER:   
**CONTRACTOR:** VIA Bernardon Haber Holloway Architects      **CONTRACT FOR:** General Construction      ARCHITECT:   
 ARCHITECT: PC      **CONTRACT DATE:**      **CONTRACTOR:**   
 Three Mill Road, Suite 211      PROJECT NOS: / /      FIELD:   
 Wilmington, Delaware 19806      OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 0.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 0.00

5. RETAINAGE:

- a. 0 % of Completed Work  
(Column D + E on G703) \$ 0.00
- b. 0 % of Stored Material  
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 0.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

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

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

County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	<b>GRAND TOTAL</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

STATE OF DELAWARE  
DIVISION OF FACILITIES MANAGEMENT

**GENERAL CONDITIONS**

**TO THE  
CONTRACT**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

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## SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

## ARTICLE 1: GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

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

Add the following Section:

“1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.”

#### 1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

“and certify termination of the Agreement under Section 14.2.2.”

### 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

#### 1.2.1.1 Insert “if possible” at the end of the second sentence.

Add the following Sections:

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

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

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

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

Strike Section 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the

property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors, and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Strike Section 1.5.2 in its entirety.

#### 1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

"The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form."

#### 1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

### ARTICLE 2: OWNER

#### 2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

#### 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

##### 2.3.3 Strike 2.3.3 in its entirety.

##### 2.3.4 Add the following sentence at the end of the paragraph:

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

Strike Section 2.3.6 in its entirety and replace with the following:

- “2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.”

## 2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

Add “, except as outlined in Section 3.15” after the reference to “Article 15” at the end of the last sentence of the Section.

## ARTICLE 3: CONTRACTOR

### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add “and Owner” after “report to the Architect” in the second sentence.

3.2.4 Strike “subject to Section 15.1.7” in the second sentence.

3.2.4 Strike the third sentence.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

“3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.”

“3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials.”

“3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.”

### 3.4 LABOR AND MATERIALS

Add the Following Sections:

“3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect

satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.”

- “3.4.5 Under no circumstances shall the Contractor’s Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.”

### 3.5 WARRANTY

Add the following Sections:

- “3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty.”
- “3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed.”
- “3.5.5 Upon notification by the Owner of a defect covered by the Contractor’s warranty, the Contractor shall respond within 4 hours of the notification.”
- “3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.”
- “3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor’s expense.”

### 3.8 ALLOWANCES

Add the following Section:

- “3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance.”

### 3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

- 3.10.1 Add “estimated” after “and the” and before “date of” in the second sentence.
- 3.10.2 Strike “and thereafter as necessary to maintain a current submittal schedule” in the first sentence.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

- “3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.”
- “3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.”
- “3.11.3 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 3.12.10.2 Strike “If the Contract Documents require” from the beginning of the sentence.
- 3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.
- 3.17 Insert “indemnify and” between “shall” and “hold” in the second sentence.

## ARTICLE 4: ADMINISTRATION OF THE CONTRACT

### 4.2 ADMINISTRATION OF THE CONTRACT

#### 4.2.7 Strike the first sentence and replace with the following:

“The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.”

#### 4.2.7 Strike the second sentence and replace with the following:

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

Add the following Section:

“4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project.”

“4.2.13 Add “and in compliance with all local requirements.” to the end of the sentence.”

## ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:

“If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.”

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

”The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner’s General Requirements.”

Add the following Section:

“5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management **4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.**”

## ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Strike “and waiver of subrogation” from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike “shall” and replace with “may” in the second sentence.

## ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

- 7.3.4.1 Strike “and other employee costs approved by the Architect” after “worker’s compensation insurance,”
- 7.3.4.4 Add “work attributable to the” before “change” at the end of the sentence.
- 7.4 MINOR CHANGES IN WORK  
Add “unless such changes are approved” at the end of the third sentence.

**ARTICLE 8: TIME**

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

“8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements.”

8.2.2 After “by the Contractor” strike “and” and insert “to”.

8.2.4 Add the following Section:

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Section:

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

Strike Section 8.3.3 in its entirety and replace with the following:

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

Add the following Section:

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

## ARTICLE 9: PAYMENTS AND COMPLETION

### 9.2 SCHEDULE OF VALUES

Add the following Sections:

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

“9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount.”

### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

“At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.”

Add the following Sections:

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

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

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

### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

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

9.6 PROGRESS PAYMENTS

9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

“9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner’s receipt of the Certificate for Payment.”

9.6.8 Strike “Provided the Owner has fulfilled its payment obligations under the Contract Documents,” in the first sentence.

9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

“If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon thirty additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.”

9.8 SUBSTANTIAL COMPLETION

9.8.3 At the end of Section 9.8.3, add the following sentence:

“If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect’s fees.”

9.8.5 Strike “shall” and insert “may” in the second sentence.

9.8.5 Insert “1/2 of the” after “make payment of” in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):

“The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use authorized by public authorities having jurisdiction over the Project.”

9.10.2 Strike “to remain in force after final payment is currently in effect” after “required by the Contract Documents” and replace with “shall remain in force until final payment is completed” in the first sentence.

9.10.4.4 Strike “if permitted by the Contract Documents,”

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

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

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert “hazardous” in the last sentence after “handling of such” .

10.3.6 Strike Section 10.3.6 in its entirety.

## **ARTICLE 11: INSURANCE AND BONDS**

### 11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner" from the the third sentence .

### 11.2 OWNER'S LIABILITY INSURANCE

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

### 11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

### 11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Section 11.4 in its entirety

## **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

### 12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

12.2.2.1 Strike all references to "one year" or "one-year" and replace with "two years".

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replaced with "two years".

## ARTICLE 13: MISCELLANEOUS PROVISIONS

### 13.1 GOVERNING LAW

Strike the last sentence.

### 13.4 TESTS AND INSPECTIONS

#### 13.4.1 Strike the last sentence and replace with the following:

“The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.”

### 13.5 INTEREST

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

Insert the following Section:

#### “13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

## ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

### 14.1 TERMINATION BY THE CONTRACTOR

#### 14.1.1.4 Insert “, upon the Contractors’ request,” after “”furnish to the Contractor” .

#### 14.1.3 Strike “and profit on Work not executed, and” after “as well as reasonable overhead” and replace with “, profit, and reasonable”

### 14.3 SUSPENSION BY OWNER FOR CONVENIENCE

#### 14.3.2 Strike “Adjustment of the Contract Sum shall include profit”.

### 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

#### 14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

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

## ARTICLE 15: CLAIMS AND DISPUTES

### 15.1 CLAIMS

#### 15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

#### 15.1.3 NOTICE OF CLAIM

Strike all references to “21” and replace with “45”.

#### 15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

“Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner.”

#### 15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

### 15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

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

15.2.6 Strike Section 15.2.6 and its subSections in their entirety.

### 15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

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CLASSIFICATION OF WORKERS  
UNDER  
DELAWARE'S  
PREVAILING WAGE LAW



STATE OF DELAWARE  
DEPARTMENT OF LABOR  
OFFICE OF LABOR LAW ENFORCEMENT  
225 CORPORATE BLVD., STE 104  
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## **ASBESTOS WORKER**

Removes asbestos from ceilings, walls, beams, boilers, and other structures, following hazardous waste handling guidelines: Removes asbestos pipes. Assembles scaffolding and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Builds connecting walkway between mobile unit or portable showers and work area, using handtools, lumber, nails, plastic sheeting, and duct tape. Positions portable air evacuation and filtration system inside work area. Sprays chemical solution over asbestos covered surfaces, using tank with attached hose and nozzle, to soften asbestos. Cuts and scrapes asbestos from surfaces, using knife and scraper. Shovels asbestos into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, using vacuum, broom, and dust pan. Places asbestos in disposal bags and seals bags, using duct tape. Dismantles scaffolding and temporary walkway, using handtools, and places plastic sheeting and disposal bags into transport bags. Seals bags, using duct tape, and loads bags into truck.

## **BOILERMAKER**

Assembles, analyzes defects in, and repairs boilers, pressure vessels, tanks, and vats in field, following blueprints and using handtools and portable power tools and equipment: Locates and marks reference points for columns or plates on foundation, using master straightedge, squares, transit, and measuring tape, and applying knowledge of geometry. Attaches rigging or signals crane operator to lift parts to specified position. Aligns structures or plate sections to assemble boiler frame, tanks, or vats, using plumb bobs, levels, wedges, dogs, or turnbuckles. Hammers, flame- cuts, files, or grinds irregular edges of sections or structural parts to facilitate fitting edges together. Bolts or arc-welds structures and sections together. Positions drums and headers into supports and bolts or welds supports to frame. Aligns water tubes and connects and expands ends to drums and headers, using tube expander. Bells, beads with power hammer, or welds tube ends to ensure leak proof joints. Bolts or welds casing sections, uptakes, stacks, baffles, and such fabricated parts as chutes, air heaters, fan stands, feeding tube, catwalks, ladders, coal hoppers and safety hatch to frame, using wrench. Installs manholes, handholes, valves, gauges, and feedwater connection in drums to complete assembly of water tube boilers. Assists in testing assembled vessels by pumping water or gas under specified pressure into vessel and observing instruments for evidence of leakage. Repairs boilers or tanks in field by unbolting or flame cutting defective sections or tubes, straightening plates, using torch or jacks, installing new tubes, fitting and welding new sections and replacing worn lugs on bolts. May rivet and caulk sections of vessels, using pneumatic riveting and caulking hammers. May line firebox with refractory brick and asbestos rope and blocks. May fabricate such parts as stacks, uptakes, and chutes to adapt boiler to premises in which it is installed.

Assembles boilers, tanks, vats, and pressure vessels according to blueprint specifications, using power tools and handtools: Reads blueprint to determine location and relationship of parts. Connects firetubes to heads or watertubes to drums and headers of boilers, by expanding and beading ends, using tube expander and beading ends, using power hammer. Drills and taps holes for installation of studs, using portable drill. Tightens bolts to assemble frames, using hand or power wrenches. Mounts casings of watertube boilers, or attaches davit heads, burners, or furnace casing to firetube boilers, using wrenches. Bolts or screws accessories, such as manholes, handholes, fans, gauges, and valves to vessel, using handtools or power wrenches. Replaces defective parts, using power wrenches, prying bars, or handtools. May install and repair refractory brick. May thread and install stay bolts, using pipe wrench and dies. May remove and replace rivets and caulk seams to repair riveted shells and structures, using pneumatic chisel, riveter, and caulking hammer. May cut out defective parts, using acetylene torch.

### **BRICKLAYER**

Lays building materials, such as brick, structural tile, and concrete cinder, glass, gypsum, and terra cotta block to construct or repair walls, partitions, arches, sewers, and other structures: Lays brick pavers for sidewalks. Measures distance from reference points and marks guidelines on working surface to lay out work. Spreads soft bed (layer) of mortar that serves as base and binder for block, using trowel. Applies mortar to end of block and positions block in mortar bed. Taps block with trowel to level, align, and embed in mortar, allowing specified thickness of joint. Removes excess mortar from face of block, using trowel. Finishes mortar between brick with pointing tool or trowel. Breaks bricks to fit spaces too small for whole brick, using edge of trowel or brick hammer. Determines vertical and horizontal alignment of courses, using plumb bob, gaugeline (tightly stretched cord), and level. Fastens brick or terra cotta veneer to face of structures, with tie wires embedded in mortar between bricks, or in anchor holes in veneer brick. May weld metal parts to steel structural members. May apply plaster to walls and ceiling using trowel, to complete repair work.

Lays firebrick and refractory tile to build, rebuild, reline, or patch high-temperature or heating equipment, such as boilers, ovens, furnaces, converters, cupolas, ladles, and soaking pits, according to job orders and blueprints: Lays out work, using chalklines, plumb bobs, tapes, squares, and levels. Calculates angles and courses for building walls, arches, columns, corners and bottoms. Removes burned or damaged brick and cleans surface of setting, using sledgehammer, pry bar, pneumatic chipping gun, scraper and wire brush. Cuts firebrick or refractory materials to size, using brick hammer or powered abrasive saw with refractory or firebrick blade. Spreads fire-clay mortar over brick with trowel and lays brick in place. Spreads or sprays refractories over exposed bricks to protect bricks against deterioration by heat, using trowel or spray gun. Positions or bends special frame or hanger over casings to lay arches. Cuts, notches, or drills openings to provide outlets, pyrometer mountings, brackets and heating elements, using handtools. Patches or replaces firebrick linings of ladles and furnace tap holes. Constructs refractory forms for controlling quantity and flow of molten materials from furnace to rolling machines. May replace bolts, brackets, and heating elements, repair coke oven doors, weld cracks or holes in shell, or perform other repairs.

May pack insulation into shells and frames to insulate heating equipment, such as furnaces, boilers, and ovens. Sets stone to build stone structures, such as piers, walls and abutments, or lays walks, curbstones, or special types of masonry, such as alberene (acid-resistant soapstone for vats, tanks, and floors), using mason's tools: Shapes stone preparatory to setting, using chisel hammer, and other shaping tools. Spreads mortar over stone and foundation with trowel and sets stone in place by hand or with aid of crane. Aligns stone with plumbline and finishes joints between stone with pointing trowel. May spread mortar along mortar guides to ensure joints of uniform thickness. May clean surface of finished wall to remove mortar, using muriatic acid and brush. May set cut and dressed ornamental and structural stone in buildings.

## **CARPENTER**

Constructs, erects, installs, and repairs structures and fixtures of wood, plywood, and wallboard, using carpenter's handtools and power tools, and conforming to local building codes: Studies blueprints, sketches, or building plans for information pertaining to type of material required, such as lumber or fiberboard, and dimensions of structure or fixture to be fabricated. Selects specified type of lumber or other materials. Prepares layout, using rule, framing square, and calipers. Marks cutting and assembly lines on materials, using pencil, chalk, and marking gauge. Shapes materials to prescribed measurements, using saws, chisels, and planes. Assembles cut and shaped materials and fastens them together with nails, dowel pins, or glue. Verifies trueness of structure with plumb bob and carpenter's level. Erects framework for structures and lays subflooring. Builds stairs and lays out and installs partitions and cabinet work. Covers subfloor with building paper to keep out moisture and lays hardwood, parquet, and wood-strip-block floors by nailing floors to subfloor or cementing them to mastic or asphalt base. Applies shock-absorbing, sound-deadening, and decorative paneling to ceilings and walls. Fits and installs prefabricated window frames, doors, doorframes, weather stripping, interior and exterior trim, and finish hardware, such as locks, letterdrops, and kick plates. Constructs forms and chutes for pouring concrete. Erects scaffolding and ladders for assembling structures above ground level. May weld metal parts to steel structural members. Installs insulation (not sprayed urethane or polyurethane) in connection with carpentry work. Builds rough wooden structures, such as concrete forms with stakes, pins, wedges, nails, screws, zip ties, wire or other bonding materials, including insulated concrete form systems (ICF)\*. Builds scaffolds, tunnel and sewer supports, and temporary frame shelters, according to sketches, blueprints, or oral instructions: Examines specifications to determine dimensions of structure. Measures boards, timbers, or plywood, using square, measuring tape, and ruler and marks cutting lines on materials, using pencil and scribe. Saws boards and plywood panels to required sizes. Nails cleats (braces) across boards to construct concrete-supporting forms. Braces forms in place with timbers, tie rods, and anchor bolts, for use in building concrete piers, footings, and walls. Erects chutes for pouring concrete. Cuts and assembles timbers to build trestles and cofferdams. Builds falsework to temporarily strengthen, protect, or disguise buildings undergoing construction. Erects scaffolding for buildings and ship structures and installs ladders, handrails, walkways, platforms, and gangways. Installs door and window bucks (rough frames in which finished frames are inserted) in designated positions in building framework, and braces them with boards nailed to framework. Installs subflooring in buildings. Nails plaster grounds (wood or metal strips) to studding to provide guide for plasterer. Fits and nails sheathing (first covering of boards) on outer walls and roofs of buildings. Setting and driving of wooden fence posts.

Plans gypsum drywall installations, erects metal framing and furring channels for fastening drywalls, and installs drywall to cover walls, ceilings, soffits, shafts, and movable partitions in residential, commercial, and industrial buildings: Reads blueprints and other specifications to determine method of installation, work procedures, and material, tool, and work aid requirements. Lays out reference lines and points for use in computing location and position of metal framing and furring channels and marks position for erecting metalwork, using chalkline. Measures, marks, and cuts metal runners, studs, and furring channels to specified size, using tape measure, straightedge and hand-and portable power-cutting tools. Secures metal framing to walls and furring channels to ceilings, using hand and portable power tools. Measures and marks cutting lines on drywall, using square, tape measure, and marking devices. Scribes cutting lines on drywall, using straightedge and utility knife and breaks board along cut lines. Fits and fastens board into specified position on wall, using screws, hand or portable power tools, or adhesive. Cuts openings into board for electrical outlets, vents or fixtures, using keyhole saw or other cutting tools. Measures, cuts, assembles and installs metal framing and decorative trim for windows, doorways, and vents. Fits, aligns, and hangs doors and installs hardware, such as locks and kickplates.

Installs plasterboard or other wallboard to ceiling and interior walls of building, using handtools and portable power tools: Installs horizontal and vertical metal or wooden studs for attachment of wallboard on interior walls, using handtools. Cuts angle iron and channel iron to specified size, using hacksaw, and suspends angle iron grid and channel iron from ceiling, using wire. Scribes measurements on wallboard, using straightedge and tape measure, and cuts wallboard to size, using knife or saw. Cuts out openings for electrical and other outlets, using knife or saw. Attaches wallboard to wall and ceiling supports, using glue, nails, screws, hammer, or powered screwdriver. Trims rough edges from wallboard to maintain even joints, using knife. Nails prefabricated metal pieces around windows and doors and between dissimilar materials to protect drywall edges. May remove plaster, drywall, or paneling during renovation project, using crowbar and hammer. Installs metal molding at corners in lieu of sealant and tape. The installation of exterior wall panels, including but not limited to panels made of metal, aluminum, vinyl, wood, or any other material. In connection with exterior wall panels, the installation of any insulation or other underlayment materials that are installed in connection with such wall panels, as well as any connections used to secure said panels to the structure or any building, window and door mounts and trim, exterior penetrations in any panels, and any sealant or waterproofing materials related to exterior wall panels.

**’ Note: Installation of forms is also found in other classifications relating to other trades.**

### **CEMENT FINISHER**

Smooths and finishes surfaces of poured concrete floors, walls, sidewalks, or curbs to specified textures, using handtools or power tools, including floats, trowels, and screeds: Signals concrete deliverer to position truck to facilitate pouring concrete. Moves discharge chute of truck to direct concrete into forms. Spreads concrete into inaccessible sections of forms, using rake or shovel. Levels concrete to specified depth and workable consistency, using hand held screed and floats to bring water to surface and produce soft topping. Smooths and shapes surfaces of freshly poured concrete, using straightedge and float or power screed. Finishes concrete surfaces, using power trowel, or wets and rubs concrete with abrasive stone to impart finish. Prepares cement surfaces by using a steel shotblaster, scarifier or diamond grinder.

Removes rough or defective spots from concrete surfaces, using power grinder or chisel and hammer, and patches holes with fresh concrete or epoxy compound. Molds expansion joints and edges, using edging tools, jointers, and straight edge.

May sprinkle colored stone chips, powdered steel, or coloring powder on concrete to produce prescribed finish. May produce rough concrete surface, using broom. May mix cement, using hoe or concrete-mixing machine. Mixes and applies epoxy to cement. May direct subgrade work, mixing of concrete.

### **ELECTRICAL LINE WORKER**

Installs, maintains, repairs and replaces transmission and distribution power lines and circuits to conduct electrical energy outside of isolated plants and the property lines of any given property, but not electric signs, and not street electrical decorations, except when messenger or guy wire is necessary for support and when fed and controlled from the street. Directs workers in installing light poles or tower equipment, and determines whether light poles or tower equipment are properly aligned. Climbs poles and installs necessary hardware, including insulators, voltage regulators, capacitors or sectionalizers. Strings wire conductors between erected poles. Splices, solders, and insulates conductors and related wiring to join sections of power lines and, to connect transformers and electrical accessories. Constructs and installs ground wires and/or ground rods, guy wires and crossarms, including installing a brace for crossarm if needed. Installs footings for tower, if necessary.

Installs, maintains, repairs and replaces traffic signals. Assembles poles and other hardware, as well as the lighting fixture or traffic light. After the fixture is attached on the pole, directs workers in placing the pole. When the pole is set, attaches the pole with anchor bolts and then pulls and terminates cables. Cuts sensor loops in the asphalt and places sensors in the road for traffic signals. Programs control cabinets and after installation is complete, connects and tests power.

### **ELECTRICIAN**

Plans layout, installs, and repairs wiring (low voltage and high voltage\*), electrical fixtures, apparatus, and control equipment, including fiberoptic systems, alarm systems and telecommunication equipment\*: Plans new or modified installations to minimize waste of materials, provide access for future maintenance, and avoid unsightly, hazardous, and unreliable wiring, consistent with specifications and local electrical codes. Prepares sketches showing location of wiring and equipment, or follows diagrams or blueprints, ensuring that concealed wiring is installed before completion of future walls, ceilings, and flooring. Measures, cuts, bends, threads, assembles, and installs electrical conduit, using tools, such as hacksaw, pipe threader, and conduit bender. Drills holes in concrete for the placement of electrical wiring. Installs pull wire in empty conduit. Pulls wiring through conduit. Splices wires by stripping insulation from terminal leads, using knife or pliers, twisting or soldering wires together, and applying tape or terminal caps. Connects wiring to lighting fixtures and power equipment, using handtools. Installs control and distribution apparatus, such as switches, relays, and circuit-breaker panels, fastening in place with screws or bolts, using handtools and power tools. Connects power cables to equipment, such as electric range or motor, and installs grounding leads. Lays PVC pipe for main feed electric line.

Tests continuity of circuit to ensure electrical compatibility and safety of components, using testing instruments, such as ohmmeter, battery and buzzer, and oscilloscope. Observes functioning of installed equipment or system to detect hazards and need for adjustments, relocation, or replacement.

**' This is added as a clarification. These tasks have always been included within the description of tasks performed by Electricians.**

## **ELEVATOR CONSTRUCTOR**

Assembles and installs electric and hydraulic freight and passenger elevators, escalators, and dumbwaiters, determining layout and electrical connections from blueprints: Studies blueprints and lays out location of framework, counterbalance rails, motor pump, cylinder, and plunger foundations. Drills holes in concrete or structural steel members with portable electric drill. Secures anchor bolts or welds brackets to support rails and framework, and verifies alignment with plumb bob and level. Cuts prefabricated sections of framework, rails, and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder. Installs cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using handtools. Connects electrical wiring to control panels and electric motors. Installs safety and control devices. Positions electric motor and equipment on top of elevator shaft, using hoists and cable slings.

## **GLAZIER**

Installs glass in windows, skylights, store fronts, and display cases, or on surfaces, such as building fronts, interior walls, ceilings, and tabletops: Marks outline or pattern on glass, and cuts glass, using glasscutter. Breaks off excess glass by hand or with notched tool. Fastens glass panes into wood sash with glazier's points, and spreads and smoothes putty around edge of panes with knife to seal joints. Installs mirrors or structural glass on building fronts, walls, ceilings, or tables, using mastic, screws, or decorative molding. Bolts metal hinges, handles, locks, and other hardware to prefabricated glass doors. Sets glass doors into frame and fits hinges. May install metal window and door frames into which glass panels are to be fitted. May press plastic adhesive film to glass or spray glass with tinting solution to prevent light glare. May install stained glass windows. May assemble and install metal-framed glass enclosures for showers.

## **INSULATOR**

Applies insulating material\*, including closed cell spray foam applied with airless spray machine to exposed surfaces of structures, such as air ducts, hot and cold pipes, storage tanks, and cold storage rooms; Reads blueprints and selects required insulation material (in sheet, tubular, or roll form), such as fiberglass, foam rubber, styrofoam, cork, or urethane, based on material's heat retaining or excluding characteristics. Prepares and applies fire stopping materials. Brushes adhesives on or attaches metal adhesive-backed pins to flat surfaces as necessary to facilitate application of insulation material.

Measures and cuts insulation material to specified size and shape for covering flat or round surfaces, using tape measure, knife, or scissors.

Fits, wraps, or attaches required insulation material around or to structure, following blueprint specifications. Covers or seals insulation with preformed plastic covers, canvas strips, sealant, or tape to secure insulation to structure, according to type of insulation used and structure covered, using staple gun, trowel, paintbrush, or caulking gun.

**’ Note: Installation of insulation is also found in other classifications relating to other trades.**

## **IRONWORKER**

Performs any combination of following duties (working as a member of a crew) to raise, place, and unite girders, columns, and other structural-steel, iron or fiber-reinforced polymers or other plastic members\* to form completed structures or structure frameworks and performs any combination of following duties to raise and place girders, columns or other members when performing demolition of completed structures or structure framework if material will be re-used: Sets up hoisting equipment for raising and placing members. Fastens members to cable of hoist, using chain, cable, or rope. Signals worker operating hoisting equipment to lift and place member. Guides member, using tab line (rope) or rides on member in order to guide it into position. Pulls, pushes, or pries members into approximate position while member is supported by hoisting device. Forces members into final position, using turnbuckles, crowbars, jacks, and handtools. Aligns rivet holes in member with corresponding holes in previously placed member by driving drift pins or handle of wrench through holes. Verifies vertical and horizontal alignment of members, using plumb bob and level. Bolts aligned members to keep them in position until they can be permanently riveted, bolted, or welded in place. Catches hot rivets tossed by rivet heater (heat treating) in bucket and inserts rivets in holes, using tongs. Bucks (holds) rivets while riveter, pneumatic, uses air-hammer to form heads on rivets. Cuts and welds members to make alterations, using oxyacetylene welding equipment.

Positions and secures steel bars in concrete forms to reinforce concrete: Determines number, sizes, shapes, and locations of reinforcing rods from blueprints, sketches, or oral instructions. Selects and places rods in forms, spacing and fastening them together, using wire and pliers. Cuts bars to required lengths, using hacksaw, bar cutters, or acetylene torch. May bend steel rods with handtools or rodbending machine. May reinforce concrete with wire mesh. May weld reinforcing bars together, using arc- welding equipment. Welds deck pans on a bridge, reinforcing supports for the concrete structure.

Erects, trims, and fits together by means of bolts and clamps, iron grills, grating, and special stairways. Erects ornamental enclosures and other ironwork not included in structural ironwork. Installs chain link fences. Fastens ironwork to walls of buildings by means of bolts, brackets or anchors. Fastens newel posts, balusters, and other parts of stairways by fastening to supports or embedding them in sockets. Forges, welds, drills, and cuts as needed. Erects precast wall panels and prestressed roof panels by bolting, clamping or welding at the bottom to footing and at the top to steel joints as needed.

**’ Hereinafter, “member/s” refers to structural steel, iron or fiber-reinforced polymers or other plastic material.**

## **LABORER**

Laborers may not assist mechanics in the performance of mechanic's work using tools peculiar to an established trade. Their work is to be confined to the following manual tasks:

- Digging and filling holes and trenches;
- Removes excess dirt or grout away by hand from augers as the auger progresses;
- Except as provided in other classifications, loading, unloading and stockpiling materials;
- Cleaning and sweeping;
- Driving stakes;
- Stripping forms;
- Ripping out material which is to be discarded;
- Ground clean-up of roof removal work. Performs roof removal work for demolition (Roof removal work for roof replacement is performed by Roofers;)
- Clearing and grubbing;
- Flagging;
- Replacing painted lines on a road with tape strips, lays strips;
- Using a tool driven by compressed air, gas, or electric power to perform such work as breaking old pavement, loosening or digging hard earth, trimming bottom and sides of trenches, breaking large rocks, driving sheeting, chipping concrete, trimming or cutting stone, caulking steel plates, or compaction of earthen backfill;
- Tending a stationary or portable liquid asphalt kettle, starting fires (usually fuel oil) under the kettle, controlling heat applied to the kettle by regulating dials or burners, maintaining desired temperature in asphalt, regulating valves for discharge of asphalt from kettle; --Cleaning and pouring asphalt joints in concrete paving with nozzle or can; Taking care of asphalt kettle and kettle heaters;
- Operating control lever on non-powered asphalt spreader pulled behind dump truck, operating the screed on the back of an asphalt spreader;
- Distributing asphaltic road-building materials evenly over road surface by raking and brushing materials to correct thickness; may control straightedge to regulate width and depth of materials; directing "Asphalt Shovelers" when to add or take away material to fill low spots or to reduce high spots;
- Manually operating a stationary or portable batching scale that weighs out concrete materials; adjusting scales for required weight of the materials; operating controls that admit materials separately from storage hoppers to weighing bins; observing scales or indicators that show when proper amount of materials have been made; discharging materials from weighing bin into truck or other carrier or mixer; measuring materials by volume instead of weight;
- Assisting in the pouring of concrete by spreading concrete, cleaning and caring of cement mason's tools, mixing mortar used in the patching of concrete, and performing other tasks as may be directed by cement mason or plasterer; Mixing mortar for plasterers and delivering same to location where plasterer is working; cleaning and caring for tools and equipment used in the preparation and application of plaster;
- Operating a power driven chain saw to clear areas of timber; fells trees and sometimes cuts the fallen trees into short sections to facilitate their removal;
- Operating chippers and/or stump grinders;
- Operating a device used to burn holes, etc., through concrete; (this device consists of a consumable aluminum- magnesium rod inside a small iron pipe; oxygen is forced through the pipe under pressure, and the end of the assembly is lighted; the concrete is melted by the intense heat of the device);

- Driving self-propelled buggy to transport concrete from mixer or source of supply to place of deposit, operating levers to dump load, operating buggy by pushing or pulling by hand between mixer or other source to site of work;
- Operating small remote control vibrating compactor (such as a “whacker”) in trenches;
- Preparing the surfaces of concrete masonry which is not to be finished (using tools other than those normally used by "Cement Masons") by patching holes and broken corners, and removing high spots and defective concrete;
- Operating a power driven, hand guided, water cooled saw which is used to cut through slabs of concrete, except as otherwise provided elsewhere;
- Cuts brick, cinder block and concrete slabs using power abrasive saw, including hand-held, table or walk-behind saw;
- Operating a machine which applies asphalt or concrete along the edge of highways or parking aprons to form a small curb;
- Using a cutting torch for demolition work on steel or other metal structures;
- Cleaning and vacuuming heating and air conditioning ductwork that does not involve any dismantling, reassembling, cutting or bending sheet metal;
- Disassembling lead ductwork for demolition;
- Removal of sheet metal ductwork for demolition;
- Fitting together, aligning and grading metal road forms for holding concrete in place on road and street surfaces; dismantling, moving and cleaning forms after concrete hardens;
- Installing preformed wire baskets by tapping hooks along the edge of the basket to keep it in place on highway projects;
- Keeping stakes and stringline set in place out in front of trenching machine so that machine will cut ditch in correct location; setting stakes so that pipelayers can fine-grade ditch and measure from the batter board down to correct depth of ditch;
- Assisting operator and handling the equipment and directing the placing of concrete or mortar that is moved by pressure or pneumatic equipment, such as gunite; may fine-grade and place wire mesh at times; may perform other related semi- skilled duties.
- Assisting brickmasons, stonemason, and blockmasons by preparing mortar mix, either by hand or machine, delivering material to masons on scaffold, operating small material moving equipment such as power buggy, hoists, mortar mix pumps and other similar equipment; dismantles bricklayer scaffolds.
- Constructing a means of permanent access to water and sewer lines for maintenance purposes. Work consists of laying brick or concrete block starting from a concrete slab at bottom of ditch up to an approximate grade line near the surface of the ground; brick or block is laid in by eyesight and is normally not to a plumb line; chipped or culled brick can be used and quite often is; no effort may be made to keep mortar off the face of the brick and joints are not pointed; applies coating of concrete to interior and exterior surfaces, except where tools of the trade are involved, performs other related duties.
- Mechanically mixing mortar ingredients to proper consistency and delivering to mason on scaffold or at site of work; keeping materials supplied to mason and assisting according to directions of mason;
- Assembling large diameter metal culverts by bolting together semi-circular pieces of metal to form a complete circle, and bolting each section of this circle to similar sections which are placed adjacently, repeating these processes until the required length of culvert is formed.

- On utility projects, laying tile, concrete, or corrugated metal pipe; receiving pipe lowered from top of trench; inserting spigot end of pipe into bell end of last laid pipe; adjusting pipe to line and grade; sealing joints with cement or other sealing compound;
- Mixing plaster to be used in a machine which is designed to apply plaster to surfaces by means of a hose; handling and maintaining hose, placing and moving machine, and servicing and maintaining machine;
- Cleaning, screening and feeding sand to hopper or pot of sandblasting machine;
- Supervising and assisting in locating, loading, and firing blast holes for breaking up hard materials; enlarging bottom of drilled holes by discharging small quantities of explosives; inserting detonator in charge of explosive, attaching fuse or electric wires, the stick and detonator forming a primer, the discharge of which effects the discharge of the remainder of the explosive; charging hole by placing explosive, including stick that contains detonator, in hole and tamping with a pole; depressing handle of blasting machine or lights fuse to fire explosive; may use prima-cord or delay caps;
- Carrying powder or other explosive to blaster or powderman and assisting by placing prepared explosive in hole, connecting lead wire to blasting machine, and performing other duties as directed;
- Attaching and assisting in the installation of guardrails (other than guardrails on bridges), guardrail posts, informational signs, and metal fencing (including barbed wire and woven wire, excluding chain link and security fencing) which is used to define right of way, medians, or driving lanes or provide safety for such areas using small hand tools such as hammer and spud wrench;
- Cleaning and preparing surfaces by the use of sandblasting equipment; sanding floors using buff machines or floor sanding machines;
- Cleaning and dressing the slopes of roadway cuts and embankments while suspended by ropes or cables using hand tools as required;
- Lowering hose-like flexible shaft of vibrator into newly poured concrete; starting power unit and holding shaft, allowing hammerhead on shaft to vibrate, thus compacting the concrete (air, electric, or gasoline operated vibrators are used);
- Operating hand guided vibratory or impact compactor, adjusting levers, throttles and other devices necessary for operation;
- Setting up and operating drilling mechanism that drills holes into concrete or rock; leveling machine by placing timbers under wheels; inserting and fastening drill steel in chuck; adjusting angle of drill tower and bolts into position; controlling drilling and speed of drill by moving levers;
- Assisting in setting up drill, assorting drill steels, and inserting drill steel into drill chuck (as Wagon, Air Track, Drill and Diamond Drillers' Tender - Outside); Lubricating drill;
- Cleans and washes windows;
- Handling the equipment and directing the placing of concrete or mortar 1 1/2" thickness or over that is moved by pneumatic equipment; may fine-grade; installing concrete around electrical conduits after pull-wires have been installed;
- Performing landscaping duties including site development, soil preparation, fertilizing, the building of garden accessories, preparation for the installation of garden sprinkler systems; operating small walking type farm equipment; duties shall not include electrical work, fencing, concrete retaining walls, or other work which is generally performed by skilled craftsmen;
- Assisting divers by performing tasks such as handling concrete hoses; handing tools to divers; delivering materials and monitoring two-way communication boxes; pouring epoxy material into piling encasements.

## **MILLWRIGHT**

Installs machinery and equipment according to layout plans, blueprints, and other drawings in industrial establishment, using hoists, lift trucks, handtools, and power tools: Reads blueprints and schematic drawings to determine work procedures. Dismantles machines, using hammers, wrenches, crowbars, and other handtools. Moves machinery and equipment, using hoists, dollies, rollers, and trucks. Assembles and installs equipment, such as shafting, conveyors, and tram rails, using handtools and power tools. Constructs foundation for machines, using handtools and building materials, such as wood, cement, and steel.

Aligns machines and equipment, using hoists, jacks, handtools, squares, rules, micrometers, and plumb bobs. Assembles machines, and bolts, welds, rivets, or otherwise fastens them to foundation or other structures, using handtools and power tools. May operate engine lathe to grind, file, and turn machine parts to dimensional specifications. May repair and lubricate machines and equipment. May install robot and modify its program, using teach pendant. May perform installation and maintenance work as part of team of skilled trades workers.

## **PAINTER**

Applies coats of paint, varnish, stain, enamel, or lacquer to decorate, waterproof and protect interior or exterior surfaces, trimmings, and fixtures of buildings and other structures, including decks for parking garages, roadway barriers and painting of roadway markings and lines with thermoplastic materials\*: Reads work order or receives instructions from supervisor regarding painting. Smooths surfaces, using sandpaper, brushes, or steel wool, and removes old paint from surfaces, using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with caulk, putty, plaster, or other filler, using caulking gun and putty knife. Selects premixed paints, or mixes required portions of pigment, oil, and thinning and drying substances to prepare paint that matches specified colors. Removes fixtures, such as pictures and electric switchcovers from walls prior to painting, using screwdriver. Spreads drop cloths over floors and room furnishings, and covers surfaces, such as baseboards, door frames, and windows with masking tape and paper to protect surfaces during painting. Paints surfaces, using brushes, spray gun, or paint rollers. Simulates wood grain, marble, brick, or tile effects. Applies paint with cloth, brush, sponge, or fingers to create special effects. Erects scaffolding or sets up ladders to perform tasks above ground level. May be designated according to type of work performed as Painter, Interior Finish (construction); Painter, Maintenance (any industry); or according to type of material used as Calciminer (construction); Varnisher (construction). May also hang wallpaper and fabrics. May wash surfaces prior to painting with mildew remover, using brush.

Seals joints between plasterboard or other wallboards to prepare wall surface for painting or papering: Mixes sealing compound by hand or with portable electric mixer, and spreads compound over joints between boards, using trowel, broadknife, or spatula. Presses paper tape over joint to embed tape into compound and seal joint, or tapes joint, using mechanical applicator that spreads compound and embeds tape in one operation. Spreads and smooths cementing material over tape, using trowel or floating machine to blend joint with wall surface. Sands rough spots after cement has dried. Fills cracks and holes in walls and ceiling with sealing compound. May countersink nails or screws below surface of wall prior to applying sealing compound, using hammer or screwdriver.

**\* This is added as a clarification. These tasks have always been included within the description of tasks performed by Painters.**

## **PILE DRIVER**

Performs work involving pilings or sheeting of wood, concrete, steel or plastic on wharves, piers, docks, bulkheads, jetties, wooden bridges, ferry slips and pile foundations, including boring operations for the installation of auger cast piles. Sets up and tends all pile test loads. Performs any combination of the following duties in pile driving operations to raise and place wooden or concrete piles or steel sheeting: Sets up hoisting equipment for raising and placing wooden or concrete piles or steel sheeting sections to cable of hoist, using chain, cable or rope.

Signals worker operating hoisting equipment to lift and place the wooden or concrete pile or steel sheeting section. Guides wooden or concrete pile or steel sheeting section, using tab line (rope) or rides on pile or steel sheeting to guide it into position. Pulls, pushes or pries wooden or concrete pile or steel sheeting into place while pile or sheeting is supported by hoisting equipment. Dresses and caps the pilings which have been driven, and prepares them to receive the superstructure. Performs work in connection with shoring systems replacing sheeting (krings system and lagging). Installs tie-backs for the shoring system and tests shoring system.

Perform placement of rings, shores, bracing and jacking of all piles on the underpinning of buildings, bridges, railroads and all other underpinning operations. Handles, sets, secures, cuts and drills pre-cast piles and pile caps on bridges, piers, docks and wharves. Handles, sets, secures, cuts and drills pre-cast decking on piers, docks and wharves.

Repairs deteriorated pilings by installing a pile encasement.

## **PLASTERER**

Applies coats of plaster to interior walls, ceilings, and partitions of buildings, to produce finished surface, according to blueprints, architect's drawings, or oral instructions, using handtools and portable power tools: Directs workers to mix plaster to desired consistency and to erect scaffolds. Spreads plaster over lath or masonry base, using trowel, and smoothes plaster with darby and float to attain uniform thickness. Sprays fireproof insulation onto steel beams. Applies scratch, brown, or finish coats of plaster to wood, metal, or board lath successively. Roughens undercoat with scratcher (wire or metal scraper) to provide bond for succeeding coats of plaster. Creates decorative textures in finish coat by marking surface of coat with brush and trowel or by spattering surface with pebbles. May install lathing. May mix mortar. May install guide wires on exterior surface of buildings to indicate thickness of plaster to be applied. May install precast ornamental plaster pieces by applying mortar to back of pieces and pressing pieces into place on wall or ceiling.

Molds and installs ornamental plaster panels and trim, and runs (casts) ornamental plaster cornices and moldings by either of following methods: (1) Spreads freshly mixed plaster on table or in forms with trowel when molding and installing ornamental trim. Shapes plaster by hand, using template and cuts trim to size after plaster has hardened.

Applies coat of plaster to wall and presses trim into position. (2) Nails wooden strips to wall and ceiling to serve as guide for template when casting (running) cornices or moldings. Applies plaster to wall or ceiling, using trowel. Pushes template over plaster, striking off excess plaster until desired shape and smoothness of molding is obtained.

Applies weatherproof, decorative covering of Portland cement or gypsum plaster to outside building surfaces, using handtools. Decorates final or finish coat by marking coat with sand, or with brush or trowel, or by spattering with small stones. May nail wire mesh, lath, or similar material to outside surfaces to serve as binding device to hold stucco in place. May apply stucco, using spray gun. May install guide wires on surface of buildings to indicate thickness of stucco to be applied.

### **PLUMBER/PIPEFITTER/STEAMFITTER**

Lays out, assembles, installs, and maintains pipe systems, pipe supports, and related hydraulic and pneumatic equipment, for steam, hot water, heating, cooling, lubricating, sprinkling, and industrial production and processing systems, applying knowledge of system operation, and following blueprints: Unloads and handles material to be used by plumbers and pipefitters under this definition; Selects type and size of pipe, and related materials and equipment, such as supports, hangers, and hydraulic cylinders, according to specifications. Inspects work site to determine presence of obstructions and to ascertain that holes cut for pipe will not cause structural weakness. Plans installation or repair to avoid obstructions and to avoid interfering with activities of other workers. Cuts pipe, using saws, pipe cutter, hammer and chisel, cutting torch, and pipe cutting machine. Threads pipe, using pipe threading machine. Bends pipe, using pipe bending tools and pipe bending machine. Assembles and installs a variety of metal and nonmetal pipes, tubes, and fittings, including iron, steel, copper, and plastic. Connects pipes, using threaded, caulked, soldered, brazed, fused, or cemented joints and handtools. Secures pipes to structure with brackets, clamps, and hangers, using handtools and power tools. Installs and maintains hydraulic and pneumatic components of machines and equipment, such as pumps and cylinders, using handtools. Installs and maintains refrigeration and air-conditioning systems, including compressors, pumps, meters, pneumatic and hydraulic controls, and piping, using handtools and power tools, and following specifications and blueprints. Increases pressure in pipe system and observes connected pressure gauge to test system for leaks. May weld pipe supports to structural steel members. Performs welds on steel casing for sanitary sewers. May operate machinery to verify repair. May operate machinery to verify repair. May modify programs of automated machinery, such as robots and conveyors, to change motion and speed of machine, using teach pendant, control panel, or keyboard and display screen of robot controller and programmable controller. May be designated Steam Fitter when installing piping systems that must withstand high pressure.

Assembles, installs, and repairs pipes, fittings, and fixtures of heating, water, and drainage systems, according to specification and plumbing codes: Studies building plans and working drawings to determine work aids required and sequence of installations. Inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe. Locates and marks position of pipe and pipe connections and passage holes for pipes in walls and floors, using ruler, spirit level, and plumb bob. Cuts openings in walls and floors to accommodate pipe and pipe fittings, using handtools and power tools. Cuts and threads pipe, using pipe cutters, cutting torch, and pipe-threading machine. Bends pipe to required angle by use of pipe-bending machine or by placing pipe over block and bending it by hand.

Assembles and installs valves, pipe fittings, and pipes composed of metals, such as iron, steel, brass, and lead, and nonmetals, such as glass, vitrified clay, and plastic, using handtools and power tools. Joins pipes by use of screws, bolts, fittings, solder, plastic solvent, heat fusion equipment and caulks joints. Fills pipe system with water or air and reads pressure gauges to determine whether system is leaking.

Installs and repairs plumbing fixtures, such as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers, and water softeners. Repairs and maintains plumbing by replacing washers in leaky faucets, mending burst pipes, and opening clogged drains. May weld holding fixtures to steel structural members.

Test, adjust and balance heating and cooling piping systems in commercial and industrial buildings using specialized tools and equipment to attain performance standards specified in system design. Adjusts flow control valves in piping to balance system, using hand tools such as pliers, screwdriver, and wrenches.

Work with balancing personnel to perform tests to see if the heating and cooling systems are operating to specifications and detect malfunctions in piping system component parts.

### **POWER EQUIPMENT OPERATOR**

Operates Steel and Stone handling equipment in connection with erection; Operates cranes, machine-handling machinery, cable spinning machine, helicopters, backhoes, cableways, conveyor loader, drag lines, keystones, all types of shovels, derricks, trench shovels, trenching machines, pippin type backhoe, hoists, pavers, milling machine, mucking machine, gradalls, front-end loaders, tandem scraper, drills (self-contained Drillmaster type), fork lift, motor patrols, batch plant with mixer, scraper and tournapull, rollers, spreaders, pan trucks, bulldozers, tractors, conveyors, pressure boilers, well drillers, ditch witch type trenchers, concrete breaking machines, fine grade machines, seamen pulverizing mixer, form line graders, road finishing machines, power boom, broom truck, street sweeper, seed spreader, grease truck (to provide fuel, lubrication and service for power equipment), wellpoints, compressors, pumps and machines similar to above. Sets up hollow stem auger equipment for attachment to crane. Included in this classification are mechanics for power equipment, tiremen on power equipment, asphalt plant engineers, maintenance engineer (power boat), firemen, oilers and deck hands (personnel boats), and grease truck helper.

### **ROOFER – COMPOSITION**

Applies roofing materials, including insulation, underlayment, ice and water shield, felt paper, nailboard, vapor retarder, thermal layers, acoustic layers, waterproofing or protective materials in conjunction with the roof system, including metal roof systems. Applies low slope roof substrate materials used as vapor barrier, fireproofing, support or attachment surfaces for composition roof systems to the roof deck. Applies rigid insulation, including composite insulations having nailable surfaces bonded to the insulation, when used as components of low sloped roof systems or with waterproofing. Applies mineral aggregate, gravel, slag, ballast, pavers, protection boards, walkway pads and roof treads when used to surface or protect low slope composition roof systems or waterproofing. Installs base flashings, curb flashings and counter-flashings used to roof or waterproof intersecting surfaces on low slope roofs. Applies components of low slope composition roofing systems used to seal, coat and maintain the roof including roof cements, reinforcements, finishing and toppings. Applies spray-in-place foams such as urethane, polyurethane or polyisocyanurate and the coatings applied over them when used for roofing and waterproofing. Applies bituminous or asphaltic-based sheet, liquid, semi-liquid and/or pre-formed panels as necessary to waterproof low slope roofing system. Removes existing low slope composition roof materials in connection with the installation of a new composition roof at the same location. Removes existing sheet metal roofs and all associated components.

## **ROOFER – SHINGLE, SLATE AND TILE**

Applies shingle, slate and tile roofing materials (including insulation incidental to the roof system) on steep slope roofs. Applies roofing felt, paper, membrane, and ice shield or vapor barrier as layer beneath shingle, slate and tile roofs. Aligns steep slope roofing material with roof edge and overlaps successive layers. Gauges distance of overlap with chalkline, gauge on shingling hatchet, or by lines on shingles. Fastens shingles to roof with asphalt, cement, or nails.

Cuts and punches holes in slate, tile, terra cotta or wood roofing shingles using punch and hammer. Applies rigid insulation, including composite insulation having nailable surfaces bonded to the insulation, to steep slope roofs where such insulation is related to the application of shingle, slate and/or tile roofing materials. May construct and install prefabricated roof sections to rafters.

Removes existing shingle, slate and/or tile roof materials in connection with the application of a new shingle, slate and/or tile roof at the same location.

## **SHEET METAL WORKER**

Plans, lays out, fabricates, assembles, installs, and repairs sheet metal parts, equipment, and products, utilizing knowledge of working characteristics of metallic and nonmetallic materials, machining, and layout techniques, using handtools, power tools, machines, and equipment: Reads and interprets blueprints, sketches, or product specifications to determine sequence and methods of fabricating, assembling, and installing sheet metal products. Selects gauge and type of sheet metal, such as galvanized iron, copper, steel, or aluminum, or nonmetallic material, such as plastics or fiberglass, according to product specifications. Lays out and marks dimensions and reference lines on material, using scribes, dividers, squares, and rulers, applying knowledge of shop mathematics and layout techniques to develop and trace patterns of product or parts or using templates. Sets up and operates fabricating machines, such as shears, brakes, presses, forming rolls, and routers, to cut, bend, block and form, or straighten materials. Shapes metal material over anvil, block, or other form, using handtools. Trims, files, grinds, deburrs, buffs, and smoothes surfaces, using handtools and portable power tools. Welds, solders, bolts, rivets, screws, clips, caulks, or bonds component parts to assemble products, using handtools, power tools, and equipment. Installs assemblies in supportive framework according to blueprints, using handtools, power tools, and lifting and handling devices. Installs standing-seam metal roofs (but not insulation and other roofing material — refer to definition for Roofer-Composition - installed in conjunction with metal roof systems. Installs aluminum fascia on roofs. Inspects assemblies and installation for conformance to specifications, using measuring instruments, such as calipers, scales, dial indicators, gauges, and micrometers. Repairs and maintains sheet metal products. May operate computer-aided-drafting (CAD) equipment to develop scale drawings of product or system. May operate laser-beam cutter or plasma arc cutter to cut patterns from sheet metal.

Installs sheet metal ductwork to facilitate the movement of air. Disassembly of existing sheet metal ductwork in connection with the installation of new sheet metal ductwork at the same location.

Cuts, patches, disassembles and reassembles ducts in duct-cleaning operations. Tests, adjusts, and balances heating, cooling, and ventilation systems in commercial and industrial buildings using specialized tools and test equipment to attain performance standards specified in system design. Studies system blueprints, specifications and performance data to determine configuration and purpose of system components, such as motors, pumps, fans, switches and ducts. Discusses systems malfunctions with users to isolate problems. Inspects systems to verify system compliance with plans and specifications and to detect malfunctions in system components parts. Adjusts system controls to settings recommended by vendor to prepare to perform tests. Tests performance of air systems, using specialized tools and test equipment, such as pitot tube, manometer, anemometer, velometer, tachometer, psychrometer, thermometer, to isolate problems and to determine where adjustments are necessary. Opens or closes louvers in system ductwork to balance system, using hand tools such as pliers, screwdrivers, or wrenches. Discusses system operations with users to verify that malfunctions have been corrected. Installs insulation (not sprayed urethane or polyurethane) incidental to sheet metal work.

### **SOFT FLOOR LAYER**

Applies blocks, strips, or sheets of shock-absorbing, sound- deadening, or decorative covering to floors, walls, and cabinets: Disconnects and removes obstacles, such as appliances and light fixtures. Sweeps, scrapes, sands, or chips dirt and irregularities from base surfaces, and fills cracks with putty, plaster, or cement grout to form smooth, clean foundation. Measures and cuts covering materials, such as rubber, linoleum or cork tile, and foundation material, such as felt, according to blueprints and sketches, using rule, straightedge, linoleum knife, and snips. Spreads adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at board joints. Lays out centerlines, guidelines, and borderlines on foundation with chalkline and dividers. Spreads cement on foundation material with serrated trowel. Lays covering on cement, following guidelines, to keep tile courses straight and butts edges of blocks to match patterns and execute designs. Joins sections of sheet covering by overlapping adjoining edges and cutting through both layers with knife to form tight joint. Rolls finished floor to smooth it and press cement into base and covering. May soften area of floor covering with butane torch to fit materials around irregular surfaces. May lay carpet.

Applies decorative steel, aluminum, and plastic tile (known as soft tile to distinguish from ceramic tile) to walls and cabinets of bathrooms and kitchens: Measures surface to locate center points and draws horizontal and vertical guidelines through them. Brushes waterproof compound over plaster surfaces to seal pores. Spreads adhesive cement over wall, using trowel or broad knife. Positions tile on cement, following specified pattern. Presses tile into cement. Removes excess cement from joints between tile to clean finished surface, using damp cloth or cleaning compound. Rolls sheet wall covering with hand roller to press into cement. May wipe grout into joints of tile to seal them.

## **SPRINKLER FITTER**

Installs and maintains all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems, Halon and all other fire protection systems, the locating of and cutting or coring of all holes for piping and the setting of all sleeves and inserts required for the installation of the work.

## **TERRAZZO/MARBLE/TILE SETTER**

Cuts, tools, and sets marble slabs in floors and walls of buildings and repairs and polishes slab previously set in buildings: Trims, faces, and cuts marble to specified size, using power sawing, cutting, and facing equipment and handtools. Drills holes in slab and attaches bracket. Spreads mortar on bottom of slab and on sides of adjacent slabs. Sets block in position, tamps it into place, and anchors bracket attachment with wire. Fills joints with grout. Removes excess grout from marble with sponge.

Cleans and bevels cracks or chips on slabs, using handtools and power tools.

Heats cracked or chipped area with blowtorch and fills defect with composition mastic that matches grain of marble. Polishes marble and other ornamental stone to high luster, using power tools or by hand.

Applies cement, sand, pigment, and marble chips to floors, stairways, and cabinet fixtures to attain durable and decorative surfacing according to specifications and drawings: Spreads roofing paper on surface of foundation. Spreads mixture of sand, cement, and water over surface with trowel to form terrazzo base. Cuts metal division strips and presses them into terrazzo base so that top edges form desired design or pattern and define level of finished floor surface. Spreads mixture of marble chips, cement, pigment, and water over terrazzo base to form finished surface, using float and trowel. Scatters marble chips over finished surface. Pushes roller over surface to imbed chips. Allows surface to dry, and pushes electric-powered surfacing machine over floor to grind and polish terrazzo surface. Grinds curved surfaces and areas inaccessible to surfacing machine, such as stairways and cabinet tops, with portable hand grinder. May precast terrazzo blocks in wooden forms.

Applies tile to walls, floors, ceilings, and promenade roof decks, following design specifications: Examines blueprints, measures and marks surfaces to be covered, and lays out work. Measures and cuts metal lath to size for walls and ceilings with tin snips. Tacks lath to wall and ceiling surfaces with staple gun or hammer. Spreads plaster base over lath with trowel and levels plaster to specified thickness, using screed. Spreads concrete on subfloor with trowel and levels it with screed. Spreads mastic or other adhesive base on roof deck using serrated spreader to form base for promenade tile. Cuts and shapes tile with tile cutters and biters. Positions tile and taps it with trowel handle to affix tile to plaster or adhesive base.

## **TERRAZZO/MARBLE/TILE FINISHER**

Supplies and mixes construction materials for Marble Setter, applies grout, and cleans installed marble: Moves marble installation materials, tools, machines, and work devices to work areas. Mixes mortar, plaster, and grout, as required, following standard formulas and using manual or machine mixing methods. Moves mixed mortar or plaster to installation area, manually or using wheelbarrow. Selects marble slab for installation, following numbered sequence or drawings. Drills holes and chisels channels in edges of marble slabs to install metal wall anchors, using power drill and chisel. Bends wires to form metal anchors, using pliers, inserts anchors into drilled holes of marble slab, and secures anchors in place with wooden stake and plaster. Moves marble slabs to installation site, using dolly, hoist, or portable crane. Fills marble joints and surface imperfections with grout, using grouting trowel or spatula, and removes excess grout, using wet sponge. Grinds and polishes marble, using abrasives, chemicals, and manual or machine grinding and polishing techniques. Cleans installed marble surfaces, work and storage areas, installation tools, machinery, and work aids, using water and cleaning agents. Stores marble, installation materials, tools, machinery, and related items. May modify mixing, material moving, grouting, polishing, and cleaning methods and procedures, according to type of installation or materials. May repair and fill chipped, cracked, or broken marble pieces, using torch, spatula, and heat sensitive adhesive and filler. May secure marble anchors to studding, using pliers, and cover ends of anchors with plaster to secure anchors in place. May assist Marble Setter to saw and position marble. May erect scaffolding and related installation structures.

Supplies and mixes construction materials for Terrazzo Worker, applies grout, and finishes surface of installed terrazzo: Moves terrazzo installation materials, tools, machines, and work devices to work areas, manually or using wheelbarrow. Measures designated amounts of ingredients for terrazzo or grout, using graduated containers and scale, following standard formulas and specifications, and loads portable mixer, using shovel. Mixes materials according to experience and requests from Terrazzo Worker and dumps mixed materials that form base or top surface of terrazzo into prepared installation site, using wheelbarrow. Applies curing agent to installed terrazzo to promote even curing, using brush or sprayer. Grinds surface of cured terrazzo, using power grinders, to smooth terrazzo and prepare for grouting. Spreads grout across terrazzo to fill surface imperfections, using trowel. Fine grinds and polishes surface of terrazzo, when grout has set, using power grinders. Washes surface of polished terrazzo, using cleaner and water, and applies sealer, according to manufacturer's specifications, using brush. Installs grinding stone in power grinders, using handtools. Cleans installation site, mixing and storage areas, tools, machines, and equipment, using water and various cleaning devices. Stores terrazzo installation materials, machines, tools, and equipment. May modify mixing, grouting, grinding, and cleaning procedures according to type of installation or material used. May assist Terrazzo Worker to position and secure moisture membrane and wire mesh prior to pouring base materials for terrazzo installation.

May spread marble chips or other material over fresh terrazzo surface and press into terrazzo, using roller. May cut divider and joint strips to size as directed. May cut grooves in terrazzo stairs, using power grinder, and fill grooves with nonskid material.

Supplies and mixes construction materials for Tile Setter, applies grout, and cleans installed tile: Moves tiles, tilesetting tools, and work devices from storage area to installation site manually or using wheelbarrow. Mixes mortar and grout according to standard formulas and request from Tile Setter, using bucket, water hose, spatula, and portable mixer.

Supplies Tile Setter with mortar, using wheelbarrow and shovel. Applies grout between joints of installed tile, using grouting trowel. Removes excess grout from tile joints with wet sponge and scrapes corners and crevices with trowel. Wipes surface of tile after grout has set to remove grout residue and polish tile, using nonabrasive materials. Cleans installation site, mixing and storage areas, and installation machines, tools, and equipment, using water and various cleaning tools. Stores tile setting materials, machines, tools, and equipment. May apply caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment. May modify mixing, grouting, grinding, and cleaning procedures according to type of installation or material used. May assist Tile Setter to position and secure metal lath, wire mesh, or felt paper prior to installation of tile. May cut marked tiles to size, using power saw or tile cutter. Restores, seals, rejuvenates tile and grout.

### **TRUCK DRIVER**

Operates dumps, dumpsters, escort and pilot vehicles, flat body material trucks, form trucks, greasers (to provide fuel, lubrication and service for trucks) and steamers, panel truck, pick-ups, rubber-tired towing and pushing vehicles, A-frames, agitators or mixers, asphalt distributors, low-boys, semi-trailers, tandems, batch truck, euclid type or similar off-highway equipment, off-highway tandem back-dump, specialized earth moving equipment, twin engine equipment and double-hitched equipment, and equipment similar to above. This classification also includes truck mechanics.



STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
4425 NORTH MARKET STREET  
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200  
FAX (302) 761-6601

**Via Electronic and Regular Mail**

May 17, 2019

Mr. Matt Kozak  
Rummel Klepper Kahl Llp  
700 East Pratt St  
Suite 500  
Baltimore, MD 21202

Re: 2019 HL-200 Assawoman Canal Trail, Sussex County, DE

Dear Mr. Kozak:

I am responding to your request for a category determination for the 2019 HL-200 Assawoman Canal Trail, which is a state funded construction project located in Sussex County, DE. The work consists of New Construction of P.C.C Sidewalk, Curb retaining wall, handrail and signage for shared use path beneath the SR26 Bridge over the Assawoman Canal. You estimate the total cost of construction for this project to be

*Pursuant to Delaware's Prevailing Wage law, 29 Del.C. §6960.... The specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.*

**Therefore, since the total cost of construction is below the threshold dollar requirements for this project it will not be subject to Delaware's Prevailing Wage law, 29 Del.C. §6960 and Regulations.**

This determination is directed solely to the parties identified herein. It is based on the unique facts relevant to this matter. It does not constitute precedent and should not be cited as such by future parties.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at 302-761-8326.

Sincerely,

Michael Hopkins  
Labor Law Enforcement Officer  
Michael.Hopkins@delaware.gov

**RECEIVED**

**MAY 2-1 2019**

**RUMMEL, KLEPPER & KAHL, LLP**

## GENERAL REQUIREMENTS

### TABLE OF ARTICLES

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## **ARTICLE 1: GENERAL**

### **1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

### **1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. 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 positive steps to ensure that 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.
2. 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."

## **ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

## **ARTICLE 3: CONTRACTOR**

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the

Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties.”

- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- 3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance 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.

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### 4.1 CONTRACT SURETY

##### 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder’s guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so requires, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the

period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

#### 4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

#### 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

#### 4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

## ARTICLE 5: SUBCONTRACTORS

### 5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
  - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
  - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
  - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder 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.

5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

## 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount\*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

\*one (1) percent of contract amount not to exceed \$10,000

## 5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

## 5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

**ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS**

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

**ARTICLE 7: CHANGES IN THE WORK**

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and

beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

#### **ARTICLE 8: TIME**

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

#### 8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the

Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor’s failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor’s retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor’s failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor’s retainage.

**ARTICLE 9: PAYMENTS AND COMPLETION**

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

### 9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

### 9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

## ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

#### **ARTICLE 11: INSURANCE AND BONDS**

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to

demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$500,000	for each occurrence
	\$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$500,000	for each occurrence
	\$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$500,000	per accident

- 11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
- 11.7.5 Workmen's Compensation (including Employer's Liability):
- 11.7.5.1 Minimum Limit on employer's liability to be as required by law.
- 11.7.5.2 Minimum Limit for all employees working at one site.
- 11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.
- 11.7.7 Social Security Liability
- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

## ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract

as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

### **ARTICLE 13: MISCELLANEOUS PROVISIONS**

#### **13.1 CUTTING AND PATCHING**

13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

#### **13.2 DIMENSIONS**

13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

#### **13.3 LABORATORY TESTS**

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

#### **13.4 ARCHAEOLOGICAL EVIDENCE**

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

**ARTICLE 14: TERMINATION OF CONTRACT**

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 “If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

**END OF GENERAL REQUIREMENTS**

STATE OF DELAWARE  
DIVISION OF FACILITIES MANAGEMENT

**DRUG TESTING FORMS**



**OFFICE OF MANAGEMENT AND BUDGET  
DIVISION OF FACILITIES MANAGEMENT**

Statutory Authority: 29 Delaware Code, Section 6908(a)(6) (29 **Del.C.** §6908(a)(6))

**FINAL**

**ORDER**

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

**NATURE OF THE PROCEEDINGS:**

The Office of Management and Budget (OMB) initiated proceedings to adopt the Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects. The OMB proceedings to adopt regulations were initiated pursuant to 29 **Del.C.** Chapter 101 and authority as prescribed by 29 **Del.C.** Ch. 69, §6908(a)(6).

On January 1, 2015 (Volume 18, Issue 7), OMB published in the *Delaware Register of Regulations* its notice of proposed regulations, pursuant to 29 **Del.C.** §10115. It was requested that written materials and suggestions from the public concerning the proposed regulations be delivered to OMB by March 6, 2015 or be presented at a public hearing on February 11, 2015, after which time OMB would review information, factual evidence and public comment to the said proposed regulations.

Written comments were received during the public comment period and evaluated. The results of that evaluation are summarized in the accompanying "Summary of Evidence." This is OMB's "conclusion" and "order" as required by 29 **Del.C.** §10118(b).

**SUMMARY OF EVIDENCE**

In accordance with Delaware Law, public notices regarding proposed Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects were published in the *Delaware State News*, the *News Journal* and the *Delaware Register of Regulations*.

Written and verbal comments were received on the proposed regulations during the public comment period (January 1, 2015 through March 6, 2015). Individuals offering comments included:

- Dr. Brian Shinkle, DO, CIME.
- Mr. James Maravelias, President, Delaware Building & Construction Trades Council.

Public comments and the OMB (Agency) responses are as follows:

**Brian Shinkle, DO, CIME**

Comment: Studies show that blood/breath alcohol level directly correlates with impairment, but urine alcohol level has no correlation with impairment. Urine alcohol only reasonably shows that someone has used alcohol within the last few days, which is not illegal. You also cannot tell how much alcohol someone used via a urine alcohol test, due to variable urine dilution rates. A better model is to follow the DOT protocol which is to perform breath alcohol testing (which does correlate directly with blood alcohol level and impairment) and to perform this type of alcohol testing in one or all of the following scenarios: post-accident, random or reasonable suspicion.

**Agency response:** Thank you for your comment. This comment refers to Section 4.3 of the proposed regulation that reads as follows:

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus urine alcohol screening for the following:

<b>Substance</b>	<b>Common Name</b>	<b>Cutoff</b>
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml

Urine Alcohol		0.04% BAC
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Inasmuch as the state has included testing for alcohol as a means to gauge impairment, OMB is in agreement that a urine alcohol test should not be specified. The specification has been changed to a more generic "alcohol test".

**James Maravelias, President, Delaware Building & Construction Trades Council**

Comment: The seven panel test specified in Section 4.3 of the regulation is insufficient and should be changed to require a ten panel test. Keeping in mind that the goal is to provide the safest workplace for employees, protect the general public and instill Delawareans confidence that those individuals working on state funded projects are working safely, the ten-panel protocol is necessary to capture drugs that are highly abused, extremely addictive and can cause a deadly and unsafe work environment for all those around.

**Agency response:** Thank you for your comment. This comment refers to Section 4.3 of the proposed regulation that reads as follows:

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus urine alcohol screening for the following:

<b>Substance</b>	<b>Common Name</b>	<b>Cutoff</b>
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml
Urine Alcohol		0.04% BAC

There are no universal standards for the optimal number of panels that must be tested in an employee drug testing program. In fact, Federal DOT standards from which much of this regulation was modeled, requires a five panel testing regimen. The proposed regulation was constructed with a measure of flexibility by mandating ".....a minimum of seven-panel protocol testing.....", therefore allowing for additional panels to be tested. Accordingly the proposed regulation will not be further amended.

**FINDINGS OF FACT:**

The Department finds that the proposed regulation as set forth in the January 2015 *Register of Regulations* with the one insubstantial change noted in section 4.3 should be adopted. While the Office of Management and Budget appreciates the other suggestions brought forth, it is felt the existing content of the regulation as published in the January 2015 *Register of Regulations* represents a fair balance to protect management, labor and members of the public.

NOW THEREFORE, under the statutory authority and for the reasons set forth above, the Director of the Delaware Office of Management and Budget does hereby ORDER that the Regulation be, and that it hereby is, adopted and promulgated. The effective date of this Order is for all large public works projects advertised for bid on or after January 1, 2016.

Ann Shepard Visalli, Director  
Office of Management and Budget

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

**1.0 Purpose**

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

## **2.0 Definitions**

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

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

**“Drug Testing Firm”** is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of Employees, applicants, licensees, etc., in compliance with these requirements.

**“Employee”** means an individual employed by a Contractor or Subcontractor who works on the Jobsite of a Large Public Works Contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the Contractor’s Jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term “Employee” shall also include supervisors and foremen working on the Jobsite. The term “Employee” shall also include delivery personnel employed by a Contractor or Subcontractor working on or delivering materials and equipment to and from a Jobsite.

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

**“Jobsite”** means the site or area directly or indirectly owned, operated or controlled by the Owner in which the Contractor or Subcontractor performs work or delivers services to the Owner. For the purpose of this definition, “Jobsite” does not mean a remote work site not under the direct or indirect control of the Owner in which work is performed to fulfill the Contractor’s or Subcontractor’s obligations.

**“Large Public Works Contract”** means a contract for a public works construction awarded pursuant to 29 **Del.C.** §6962.

**“Mandatory Drug Testing Program” and “Program”** means a defined set of basic procedures, requirements and rules that must be used by a Contractor or Subcontractor to test Employees for drugs in compliance with these requirements.

**“Owner”** is the state agency, school district or entity that awards a Large Public Works Contract to a Contractor pursuant to 29 **Del.C.** §6962.

**“Positive Test Result” and “Fail a Drug Test”** means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration. For purposes of these regulations, an Employee shall not be considered to have a Positive Test Result nor shall an Employee be considered to “Fail a Drug Test” if:

- The Employee is a Registered Qualifying Patient and;
- The drug detected was marijuana, a component of marijuana, or marijuana metabolites.

**“Random Drug Testing”** means that an Employee is chosen at random for testing without advance notice, from a pool of Employees working on the Jobsite. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.

**“Registered Qualifying Patient”** means a person (1) validly issued and in possession of an unexpired Registry Identification Card as defined by 16 **Del.C.** §4902A (14), and (2) subject to confirmation through a “verification system” as set forth at 16 **Del.C.** §4902A(17).

**“Subcontractor”** means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in section 2.1.

**“Testing Result Forms”** means a form summarizing drug testing completed monthly by the Contractor and Subcontractor and submitted to the Owner in accordance with requirements contained in the bid solicitation.

## **3.0 Employee drug testing documentation requirements.**

3.1 The following documentation requirements apply:

3.1.1 At bid submission - A solicitation for a Large Public Works Contract must require each Contractor that submits a bid for the work to submit with the bid signed individual affidavit(s) for the Contractor and each listed Subcontractor certifying that the Contractor and Subcontractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation.

- 3.1.2 Two business days prior to contract execution – The awarded Contractor shall provide to the Owner copies of the Employee Drug Testing Program for the Contractor and for all listed Subcontractors.
- 3.1.3 During contract execution – Contractors that employ additional Subcontractors on the jobsite may do so only after submitting a copy of the Subcontractor’s Employee Drug Testing Program. A Contractor or Subcontractor shall not commence work until the Owner has concluded the Employee Drug Testing Program complies with this Regulation as per Section 3.2.
- 3.1.4 In the event of an emergency a Contractor may employ additional Subcontractors on the jobsite prior to submitting the Subcontractor’s Employee Drug Testing Program provided that said Program is submitted to the Owner as soon as practicable.
- 3.2 A Contractor or Subcontractor shall be treated as having a Mandatory Drug Testing Program that complies with this regulation if the Program includes the following:
  - 3.2.1 The Program meets the minimum standards in section 4.0 of this regulation.
  - 3.2.2 The Program provides for the frequency of testing of Employees as per section 5.0 of this regulation:
  - 3.2.3 The Program imposes disciplinary measures on an Employee who fails a drug test as per section 6.0 of this regulation.
- 3.3 Prequalified Contractors and Subcontractors – A Contractor or Subcontractor may meet the provisions of Section 3.1 if they are Prequalified through the DFM Prequalification and if the DFM Prequalification includes provisions requiring an Employee Mandatory Drug Testing Program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this Regulation
- 3.4 The State shall not be obligated to pay, and the Contractor or Subcontractor shall expressly agree that, any portion of work performed by a Contractor or Subcontractor commenced before that Contractor or Subcontractor has complied with Sections 3.1 and 3.2, provided however that emergency work as referenced in 3.1.4 may not be subject to this provision.

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

- 4.1 Testing for the presence of drugs in an Employee’s system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). [http://workplace.samhsa.gov/DrugTesting/Level\\_1\\_Pages/mandatory\\_guidelines5\\_1\\_10.html](http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/mandatory_guidelines5_1_10.html) All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.
- 4.2 Contractors and Subcontractors subject to these regulations may procure the services of an appropriate Drug Testing Firm to administer their program. A Contractor or Subcontractor may also implement a Mandatory Drug Testing Program using in-house personnel and resources. However a Contractor or Subcontractor doing so shall have to demonstrate that the program meets or exceeds the requirements specified herein to the satisfaction of the Owner.
- 4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus **[urine]** alcohol screening for the following:

<b><u>Substance</u></b>	<b><u>Common Name</u></b>	<b><u>Cutoff</u></b>
<u>Marijuana metabolite</u>		<u>50 ng/ml</u>
<u>Cocaine metabolite</u>		<u>150 ng/ml</u>
<u>Opiate metabolite</u>		<u>2000 ng/ml</u>
<u>Acetylmorphine</u>	<u>Heroin metabolite</u>	<u>10 ng/ml</u>
<u>Phencyclidine</u>	<u>PCP</u>	<u>25 ng/ml</u>
<u>Amphetamines (including Methamphetamines)</u>	<u>Meth</u>	<u>500 ng/ml</u>
<u>MDMA</u>	<u>Ecstasy</u>	<u>250 ng/ml</u>
<u><b>[Urine]</b> Alcohol</u>		<u>0.04% BAC</u>

- 4.4 The frequency of Random Drug Testing and the methodology for selecting Employees to be screened are defined in section 5.0 and shall be incorporated into Contractor and Subcontractor mandatory testing procedures. A Contractor or Subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

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

- 5.1 Initial Drug Testing - Employees commencing work on a Jobsite must be tested with the exception that an Employee who has passed a random or scheduled drug test within the past 60 days from the date of commencing work shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- 5.2 Random Drug Testing - During the course of a project, each Contractor and Subcontractor with Employees on the Jobsite shall implement Random Drug Testing according to the following requirements.

  - 5.2.1 All Employees will be subject to random, unannounced testing.
  - 5.2.2 The selection of Employees shall be made by a scientifically valid method of randomly generating an Employee identifier from a Contractor or Sub-contractor's pool of Employees.
  - 5.2.3 No less than 10% of a Contractor's or Subcontractor's anticipated workforce based on construction schedules validated by certified payrolls shall be randomly selected each month for testing. Contractors or Subcontractors with less than 10 Employees shall test at least one of their Employees, selected randomly per month. Each Employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some Employees may not be tested within a year, while others may be tested more than once.
  - 5.2.4 Employees notified that they have been selected must report within four hours for testing to a site specified. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.
  - 5.2.5 Purposely impeding or delaying an Employee's fulfillment of the testing requirements herein by a Contractor or Subcontractor may subject the Contractor or Subcontractor to sanctions listed in Section 8.
- 5.3 Reasonable Suspicion Testing – An Employee will be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner reasonably believes that he or she has an Impairment caused by drugs and/or alcohol. Further, an Employee may be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner finds drug paraphernalia and/or open alcohol containers on the Jobsite.
- 5.4 Return to Duty Testing – As required in Section 6.0.
- 5.5 Accident Triggered Testing – An Employee will be required to take a drug test and may be subject to an onsite alcohol breathalyzer test at any time there is a Jobsite accident involving loss or significant property damage, injury or death to an Employee of the Contractor, Subcontractor, or Owner or member of the public.

  - 5.5.1 As soon as practicable following an accident, the Contractor will notify the Employee(s) whose performance could have contributed to the accident of the need for the test.
  - 5.5.2 The appropriate Contractor shall ensure that an Employee, required to be tested under this section, is tested as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
  - 5.5.3 An Employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
  - 5.5.4 If an Employee fails or refuses to be tested, he/she must be removed from the Jobsite.
  - 5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.

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

- 6.1 The disciplinary measures contained within a Contractor's or Subcontractor's drug testing program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:

  - 6.1.1 The Employee is subject to an immediate suspension from any public works Jobsite.
  - 6.1.2 The Employee is not eligible for reinstatement by the Contractor or Subcontractor to any public works Jobsite until 30 days after the Employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.

- 6.1.3 The Employee is subject to unscheduled monthly random testing for at least one (1) year after reinstatement, or during the term of the Large Public Works Contract, whichever is less.
- 6.1.4 An Employee who has tested positive for more than one drug test within a three year period shall be permanently banned from working at public works Jobsites.
- 6.1.5 An Employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a Registered Qualifying Patient shall be exempted from the disciplinary actions contained in this section unless:
  - 6.1.5.1 The Employee was Impaired by marijuana at the Jobsite
  - 6.1.5.2 Employment of the Registered Qualifying Patient would cause the Owner to lose monetary or licensing-related benefits under Federal law.
- 6.2 A Contractor or Subcontractor shall report the Positive Test Result to the Employee's professional licensing board, if applicable.

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

- 7.1 During the term of the contract:
  - 7.1.1 During the term of the contract, Contractors and Subcontractors shall submit Testing Report Forms to the Owner as set forth herein:
    - 7.1.1.1 The Testing Report Forms shall be submitted to the Owner no less than quarterly.
    - 7.1.1.2 An Owner may require monthly submissions of the Testing Report Forms.
    - 7.1.1.3 A Contractor or Subcontractor that is employed on the Jobsite for less than 30 days shall not be subject to the reporting requirements contained in Sections 7.1.1 and 7.1.2 of this regulation, unless the Owner specifies that such reporting is required in the Invitation to Bid or Specifications relating to the work to be performed.
  - 7.1.2 The forms shall at a minimum contain the following information:
    - 7.1.2.1 The number of Employees who worked on the Jobsite during the previous month.
    - 7.1.2.2 The number of Employees subjected to random testing during the previous month.
    - 7.1.2.3 The number of negative results and the number of positive results.
    - 7.1.2.4 Action taken by the Contractor or Subcontractor on an Employee who failed or tested positive to a random test.
  - 7.1.3 Testing Result Forms may be submitted electronically to an Owner.
  - 7.1.4 Any Positive Test Result including the Employee name and action taken in response by a Contractor or Subcontractor must be reported by the Contractor or Subcontractor to the Owner within 24 hours of the Contractor or Subcontractor receiving the test results. A Positive Test Result must be submitted to the Owner in writing.
  - 7.1.5 The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor or Subcontractor's offices.
  - 7.1.6 The failure to comply with these reporting requirements shall be considered a material breach of any agreement relating to the performance of work by the Contractor or Subcontractor.

## **8.0 Penalties**

- 8.1 A Contractor or Subcontractor on a Large Public Works contract that fails to implement a Mandatory Drug Testing Program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:
  - 8.1.1 Written warning (1<sup>st</sup> offense).
  - 8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed three months (2<sup>nd</sup> offense) and one year (3<sup>rd</sup> offense).
  - 8.1.3 For subsequent offenses, debarment or bond revocation.
- 8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the Owner may seek a termination for cause, a temporary suspension, a determination that the Contractor or Subcontractor **[are is]** not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

**EMPLOYEE DRUG TESTING REPORT FORM**

**Period Ending:** \_\_\_\_\_

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: \_\_\_\_\_

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

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of employees who worked on the jobsite during the report period: \_\_\_\_\_

Number of employees subject to random testing during the report period: \_\_\_\_\_

Number of Negative Results \_\_\_\_\_ Number of Positive Results \_\_\_\_\_

Action taken on employee(s) in response to a failed or positive random test:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

**EMPLOYEE DRUG TESTING  
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: \_\_\_\_\_

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

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of employee with positive test result: \_\_\_\_\_

Last 4 digits of employee SSN: \_\_\_\_\_

Date test results received: \_\_\_\_\_

Action taken on employee in response to a positive test result:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**This form shall be sent by mail to the Owner within 24 hours of receipt of test results.**

**Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.**

**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 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.**

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under separate contract.
4. Unit Prices.
5. Applications for Payment.
6. Owner Supplied Construction Documents.
7. Coordination.
8. Phased construction.
9. Access to site.
10. Coordination with occupants.
11. Work restrictions.
12. Specification and drawing conventions.
13. Field Engineering.
14. References and Standards.
15. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Assawoman Canal Trail.

1. Project Location: 7 Town Road, Ocean View, DE 19970.

- B. Owner: State of Delaware, Division of Natural Resources and Environmental Control, Parks and Recreation, 89 Kings Highway, Dover, DE 19901.

- C. Architect/Engineer's Identification: The Contract Documents, dated May 24th 2019, were prepared for this Project by Rummel, Klepper & Kahl, LLP, 700 East Pratt St. Baltimore, MD 21202.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Construction of a new ADA compliant concrete shared-use path, and curb retaining wall to extend the Assawoman Canal Trail. Installation of new guide signs for trail users, and site grading to provide drainage.
- B. Type of Contract:
  - 1. Project will be constructed under a single, lump sum prime contract.

#### 1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts as it will have an impact on the General Contractor's scope of work. The General Contractor shall allow the separate contractors access to scaffolding and/or high reaches.
  - 1. Bridge Maintenance on the SR26 bridge over Assawoman Canal. Not in this Contract.

#### 1.6 UNIT PRICES

- A. Unit Prices quoted on the Bid form will be exercised as Owner option.
- B. Coordinate related work and modify surrounding work affected by accepted unit prices as required to complete the Work.
- C. Schedule of Unit Prices: Refer to Section 012200 Unit Prices.

#### 1.7 APPLICATIONS FOR PAYMENT

- A. Submit three (3) originals of each application under procedures of Section 012900 Payment Procedures.
- B. Content and Format: Use the Project Manual table of contents to develop the Schedule of Values.

#### 1.8 OWNER SUPPLIED CONSTRUCTION DOCUMENTS

- A. The Contractor will be furnished, free of charge, five (5) copies of the drawings and Project Manuals (or less if requested). Additional sets will be furnished at the cost of reproduction, postage and handling.

## 1.9 COORDINATION

- A. Coordinate Work of the various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical, electrical and plumbing work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas (except as otherwise shown), conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Execute cutting and patching to integrate elements of Work, uncover ill-timed defective and non-conforming work, provide openings for penetrations of existing surfaces, and provide samples for testing. Seal penetrations through floors, walls, and ceilings.

## 1.10 PHASED CONSTRUCTION

- A. The Work shall be conducted in one phase. If multiple phases: Each phase shall be substantially complete prior to starting the next phase.
  - 1. Phase One: Remove and reset riprap as required to construct modified curb retaining wall and railing. Construct new concrete sidewalk and curb, and perform ditch grading.
- B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

## 1.11 ACCESS TO SITE

- A. General: Contractor shall have partial use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to the areas as indicated. The surrounding buildings/site are occupied and the Owner's operations shall not be disturbed.
  - 2. Driveways, Walkways and Entrances: Keep public roads, public parking, driveways and entrances outside of the work area serving premises clear and available to Owner, Owner's employees, emergency vehicles and general public at all times. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
3. The adjacent building areas, site and properties are occupied and shall not be disturbed.
  4. Contractor shall maintain access to existing residences at all times.

#### 1.12 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site, Assawoman Canal Trail, during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, entrances, corridors, stairs and other adjacent occupied or used facilities. Do not close or obstruct walkways, entrances, stairs, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction. Entrances shall be open for the Owner's use at all times.
  2. Barricade work areas to keep the public from entering.
  3. Notify Owner not less than one week in advance of activities that will affect Owner's operations.

#### 1.13 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  2. Refer to Section 011400 "Work Restrictions" for additional requirements.
- B. On-Site Work Hours: Limit work to the site and/or existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
1. Weekend Hours: Weekend work shall not be allowed unless preapproved by the Owner.
  2. Early Morning Hours: Early morning hours are not allowed unless required for utility shut downs.
  3. State Holidays: Work shall not be allowed on State Holidays, as defined by the Delaware Division of Labor Relations and Employment Practices. A list of all State Holidays can be found at the following location: <https://dhr.delaware.gov/labor/holidays/2019.shtml>
- C. Noise, Vibration, and Odors: Coordinate operations that may result in any level of noise and vibration, odors, or other disruption to the occupancy or use of adjacent occupied areas, the buildings and adjacent properties with the Owner.
1. Notify Architect and Owner not less than seven (7) days in advance of proposed disruptive operations.

2. Obtain Architect's and/or Owner's written permission before proceeding with disruptive operations.

- D. Nonsmoking Campus and Building: Smoking is prohibited within the boundaries of all state workplaces including all buildings, facilities, indoor and outdoor spaces and all the surrounding grounds owned by the State. This policy also includes but is not limited to parking lots, walkways, State vehicles and private vehicles parked or operated on State workplace property.

#### 1.14 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### 1.15 FIELD ENGINEERING

- A. Provide field engineering services; establish grades, lines, and levels, by use of recognized engineering survey practices.
- B. Control datum for survey is that shown on drawings. Locate and protect control and reference points.

#### 1.16 REFERENCES AND STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. The date of the standard is that in effect as of the Bid date, except when a specific date is specified.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

#### 1.17 MISCELLANEOUS PROVISIONS

##### A. SCHEDULE

- 1. The following is the required schedule for this work:
  - a. Bids Due: Summer, 2019
  - b. Notice of Building Contract Award: Within thirty (30) days of receipt and acceptance of qualified low bid.
  - c. Purchase Order Issuance: The issuance of a State of Delaware purchase order is contingent upon the successful Contractor submitting bonds on State-approved forms, signed contracts and insurance certificates to the State of Delaware within 20 days of Notice of Award. A purchase order will be issued in approximately thirty days after these items have been submitted to the State of Delaware.
  - d. On-Site Mobilization: Upon receipt of State of Delaware purchase order.
  - e. Substantial Completion: The work shall be completed shall be completed 3 months from on-site start of work.
  - f. Completion of Punch List: 21 days from date of substantial completion.
    - 1) Refer to the General Requirements for additional details.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 011000**

## SECTION 011400 - WORK RESTRICTIONS

### 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.

#### 1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to the limits indicated on the drawings. Do not disturb areas to remain occupied during the renovations.
  - 2. Owner Occupancy: The Marshall Steam Museum is currently occupied and will be occupied during the renovation process. The surrounding occupied areas, site, buildings, roadways, access into the buildings, etc. beyond the work area shall remain accessible to the Owner.
  - 3. Parking: Parking is not allowed on state roads or in the Museum parking lot.
  - 4. Dumpster: A dumpster shall be located within each contractor staging area. The dumpster shall be covered to avoid windblown debris. Debris shall be removed on a regular basis in order to avoid an overflowing dumpster. Restoration of grounds disturbed by the dumpster will be required upon completion of the Project. "No Trespassing" signs shall be placed on the dumpster.
  - 5. Access: Contractor access is provided via entrances off of Riga Drive.
  - 6. Storage: Materials shall be stored within the staging areas shown on the plans.
  - 7. Public Roadways, Driveways, Entrances and Public Sidewalks: Keep public roadways, driveways, entrances and public sidewalks serving premises clear and available to the Public, Owner, Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of roadways, driveways, sidewalks and entrances.
    - b. The Owner will not sign for any deliveries at any time.
    - c. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- B. Use of Existing Building: (Not Used)

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION (Not Used)

## END OF SECTION 011400

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## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 1 Section "Submittal Procedures for" administrative procedures for handling requests for substitutions made after Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012600**

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule.

#### 1.3 DEFINITIONS

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

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Change Orders (numbers) that affect value.
  - d. Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. List of Contractor's staff assignments (Project Superintendent specifically).
  5. Copies of building permits.
  6. Certificates of insurance and insurance policies.
  7. Performance and payment bonds.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Updated final statement, accounting for final changes to the Contract Sum.
  2. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  3. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  4. AIA Document G707, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012900**

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## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
  - 2. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with subcontractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.

#### 1.4 SUBMITTALS

- A. Staff Names: Within 15 days of notice to proceed, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

#### 1.5 PROJECT MEETINGS

- A. General: The Architect will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
  2. Minutes: The Architect will record significant discussions and agreements achieved. The minutes will be distributed to everyone concerned, including Owner, within 7 days of the meeting.
- B. Preconstruction Conference: A preconstruction conference will be scheduled before the start of construction, at a time convenient to the Owner and Contractor, but no later than 15 days after execution of the Agreement. The conference will be held at the Project. The meeting will be conducted to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Items of significance that could affect progress will be discussed, including the following:
    - a. Tentative construction schedule.
    - b. Designation of responsible personnel.
    - c. Procedures for processing field decisions and Change Orders.
    - d. Procedures for processing Applications for Payment.
    - e. Submittal procedures.
    - f. Preparation of Record Documents.
    - g. Use of the premises.

- h. Responsibility for temporary facilities and controls.
  - i. Parking availability.
  - j. Storage areas.
  - k. Equipment deliveries and priorities.
  - l. Progress cleaning.
  - m. Working hours.
- C. Progress Meetings: Progress meetings will be conducted every two weeks. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Deliveries.
      - 2) Off-site fabrication.
      - 3) Access.
      - 4) Site utilization.
      - 5) Temporary facilities and controls.
      - 6) Work hours.
      - 7) Progress cleaning.
      - 8) Quality and work standards.
  - 3. Reporting: The Architect will distribute minutes of the meeting to each party present and to parties who should have been present. A brief summary, in narrative form, of progress since the previous meeting and report will be included.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. The revised schedule will be issued concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100**

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## SECTION 013150 – FIELD ENGINEERING

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions and procedural requirements for Field Engineering services, including, but not necessarily limited to the following:

1. Land Survey Work.
2. Engineering services.

#### 1.3 SUBMITTALS

- A. Certificates: Submit a certificate signed by the Land Surveyor certifying that the location and elevation of improvements comply with the Contract Documents.
- B. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

#### 1.4 QUALITY ASSURANCE

- A. Surveyor: Engage a Professional Land Surveyor, licensed in the State of Delaware, to perform required surveying services to ensure that grades, lines, levels, and locations of the Work are in compliance with the Contract Documents.
- B. Engineer: Engage a Professional Engineer of the discipline required, registered in the State of Delaware, to perform required engineering services.

#### 1.5 EXAMINATION

- A. The Owner will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
  1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
  2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.

- C. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

#### 1.6 PERFORMANCE

- A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
  - 1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
  - 2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.
  - 1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
  - 2. On completion of foundation walls, major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and sitework.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013150**

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Field condition reports.
  - 3. Special reports.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Major Area: A story of construction, a separate building, or a similar significant construction element.
- F. Milestone: A key or critical point in time for reference or measurement.

#### 1.4 SUBMITTALS

- A. Preliminary Construction Schedule: Submit two opaque copies.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- D. Special Reports: Submit two copies at time of unusual event.

#### 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.

3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Use of premises restrictions.
    - c. Provisions for future construction.
    - d. Seasonal variations.
    - e. Environmental control.
  2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Mockups.
    - b. Fabrication.
    - c. Deliveries.
    - d. Installation.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

## 2.2 CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit horizontal bar-chart-type construction schedule within five days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.

5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Substantial Completions authorized.

- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, and other parties identified by Contractor with a need-to-know schedule responsibility.

**END OF SECTION 013200**

## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final Completion construction photographs.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
  - 2. Division 01 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.
  - 3. Division 01 Section "Selective Demolition" for photographic documentation before selective demolition operations commence.

#### 1.3 SUBMITTALS

- A. Construction Digital Images: Submit a complete set of digital image electronic files as part of the Project closeout on CD-ROM, DVD or flash drive. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

### PART 2 - PRODUCTS

#### 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF or JPEG format, produced by a digital camera with minimum sensor size of 12.0 megapixels, and at an image resolution of not less than 4000 by 3000 pixels.

### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Photographs are to be taken weekly at a minimum during normal construction and daily during small duration projects or significant activities.
  - 2. Photographs are to be taken prior to the start of the work to record existing conditions.
  - 3. Photographs are to be taken when areas are opened prior to the start of the new work.

4. Photographs are to be taken during demolition operations.
  5. Provide temporary lighting when required to produce clear, well-lit photographs without obscuring shadows.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
1. Date and Time: Include date and time in filename for each image.
  2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- C. Preconstruction Photographs: Before commencement of excavation and/or demolition, and starting of construction take color, digital photographs of Project building interior and exterior, site and surrounding properties, including existing items to remain during construction, from different vantage points, or as directed by Architect.
1. Flag excavation areas and construction limits before taking construction photographs.
  2. Take a minimum of eight photographs to show existing conditions adjacent to building before starting the Work.
  3. Take a minimum of eight photographs of existing buildings adjacent to the building to accurately record physical conditions at start of construction.
  4. Take a minimum of four photographs of each existing room even if renovations are not planned in that space.
  5. Take as many photographs as necessary to document the exterior of the existing building.
  6. Take additional photographs as required to record settlement or cracking of adjacent pavements, and other improvements.
- D. Architect-Directed Construction Photographs: From time to time, Architect will instruct the Contractor about number and frequency of color, digital photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take a minimum of four color photographs of each room and eight color photographs of the exterior after date of Substantial Completion for submission as Project Record Documents. Architect will direct photographer for desired vantage points.
1. Do not include date stamp.

**END OF SECTION 013233**

## SECTION 013300 - SUBMITTAL PROCEDURES

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 1 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
  - 5. Division 1 Section "Closeout Procedures" for submitting warranties.
  - 6. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 7. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals. The Contractor will be responsible for field verifying existing conditions.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
- i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.
- E. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.

- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
  2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Submittal and transmittal distribution record.
    - k. Remarks.
    - l. Signature of transmitter.
  2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked "Furnish as Submitted".
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "Furnish as Submitted" or "Revise as Noted & Furnish" taken by Architect.

1.5 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

- A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
1. CADD files are limited to those that have been generated for this Project.
  2. CADD files for the floor plans and roof plans shall be provided. Files for details, etc. will not be provided.
  3. Contractor will be asked to sign Architects waiver of release form before files will be delivered to the contractor.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  4. Submit Product Data before or concurrent with Samples.
  5. Number of Copies: Submit six (6) copies of Product Data, unless otherwise indicated. Architect will return three copies. Mark up and retain one returned copy as a Project Record Document.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.
    - k. Notation of coordination requirements.
    - l. Notation of dimensions established by field measurement.
    - m. Relationship to adjoining construction clearly indicated.
    - n. Seal and signature of professional engineer if specified.
    - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
  3. Number of Copies: Submit six (6) opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Architect will retain three copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit four sets of Samples. Architect will retain three Sample sets; remainder will be returned.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least four sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
  4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

- H. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
  - 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- G. **Manufacturer Certificates:** Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. **Product Certificates:** Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. **Material Certificates:** Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. **Material Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. **Research/Evaluation Reports:** Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- M. **Schedule of Tests and Inspections:** Comply with requirements specified in Division 1 Section "Quality Requirements."
- N. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. **Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. **Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
  2. Required substrate tolerances.
  3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Furnish as Submitted.
  - 2. Revise as Noted & Furnish.
  - 3. Revise as Noted & Furnish. Submit Revised Copy for Record.
  - 4. Revise & Resubmit.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION 013300**

## SECTION 014000 - QUALITY REQUIREMENTS

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include but are not limited to the following:
  - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  - 1. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.

4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  - a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Architect testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

## END SECTION 014000

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## SECTION 014126 - PERMITS

### 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.

#### 1.2 SUMMARY

- A. This Section includes permits that have been issued for this Project as well as permits-in-progress initiated by the Owner and those required Contractor application.

#### 1.3 DEFINITIONS

- A. Permits: A document issued by the Authorities having jurisdiction approving specific construction. Permits may approve the documents as submitted or contain caveats that are to be followed.
  - 1. Preconstruction Permits: Permits issued prior to the bidding and award and which are required prior to proceeding to this stage.
  - 2. Post Bid Permits: Permits required to be applied for by the successful contractor. These include demolition permits, building permits and sub-permits such as mechanical, electrical, fire suppression and plumbing.
  - 3. Post Construction Permits: Permits issued by the authorities having jurisdiction stating that a structure or portion of the structure has been approved as complying with applicable laws, regulations and codes and may be occupied and put to its intended use.

#### 1.4 RESPONSIBILITIES

- A. The Contractor shall abide by the approved permits which are to include the notations provided by the entity/person approving the permit.
- B. The Contractor is responsible for obtaining and paying for all construction permits unless stated otherwise in the construction documents.
  - 1. The Contractor shall conform to all of the regulations and requirements, and shall be responsible for costs associated therewith, of all permits required of the Work.
  - 2. The Contractor shall be responsible for scheduling all inspections as required by the permits.

### PART 2 - PRODUCTS (Not Used)

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF PENDING PERMITS.**

- A. U.S. Army Corps of Engineers –
  - 1. Nationwide Permits 18 and 33 - approved November 5, 2018
  
- B. DNREC –
  - 1. Subaqueous Lands Permit – approved January 2, 2019
  
- C. Architectural Access Board – Accessibility Review
  - 1. Submittal following Final Plans.
  
- D. Fire Marshal Plan Review –
  - 1. Submittal following Final Plans.

**END OF SECTION 014126**

## SECTION 014200 - REFERENCE STANDARDS AND DEFINITIONS

### 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.

#### 1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.

2. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
  - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

#### 1.4 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with standards in effect as of the date of the Contract Documents.
- C. **Conflicting Requirements:** Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.
  - 1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. **Copies of Standards:** Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- E. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

#### 1.5 SUBMITTALS

- A. **Permits, Licenses, and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PRODUCTS (Not Applicable)

PART 2 - EXECUTION (Not Applicable)

**END OF SECTION 014200**

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to testing agencies and authorities having jurisdiction.
- B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Water is not available at the site. Pay water- service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.
- E. Telephone Service: Provide temporary phone service to the site as required to contact Contractor site representatives.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
1. Locations of dust-control partitions at each phase of work.
  2. HVAC system isolation schematic drawing.
  3. Location of proposed air-filtration system discharge.
  4. Waste handling procedures.
  5. Other dust-control measures.

#### 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Comply with Federal, State and local codes and regulations as well as utility company requirements.
- C. Coordinate work with Owner's requirements.
- D. Materials: Materials must be new and adequate in capacity for the required usage. Materials must not create unsafe conditions nor violate requirements of applicable codes and standards.
- E. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Maintain excavations free of water. Provide and operate pumping equipment. Grade site to drain water away from buildings and excavations.
- C. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- D. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawns and landscaped areas.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts.
- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- D. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- F. Lumber and Plywood: Pressure-treated dimension lumber and plywood suitable for exterior exposure.
- G. Paint: Exterior latex primer and matching topcoat.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect/Engineer and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Coffee machine and supplies.
  - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  - 6. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Provide potable water for drinking and construction purposes.
  - 1. The Contractor shall make all necessary arrangements for temporary water service for construction purposes, and furnish at his own expense all piping and accessories required.
  - 2. Take positive measures to preclude cross-connections and backflow.
  - 3. The Contractor will assume the cost of water consumed if responsible care and restraint are not exercised by the Contractor in its use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

- E. Construction Aids: The General Contractor and each Subcontractor shall provide construction aids and equipment required by their personnel and to facilitate execution of their Work. Examples are scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment. Mutual use may be arranged by the Contractor where applicable.
- F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- H. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service underground unless otherwise indicated.
  - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Install lighting for Project identification sign.

- K. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
  - 1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office.
  - 2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect/Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Security: Security of persons and property in the areas under control of the Contractor shall be the Contractor's exclusive responsibility.
  - 1. The Contractor, at his own expense, shall initiate whatever programs that are necessary to execute his responsibility.
  - 2. Control of access to the area under the Contractor's control shall be maintained. Visitors shall be required to report immediately to the Contractor's Superintendent and to produce full identification which will be recorded in the Contractor's Daily Log along with the purpose of the visit.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants and control valves.
  - 3. Provide and maintain uninterrupted vehicular access to site and within to temporary construction facilities and work areas for persons and equipment involved in the construction of Project.

4. Maintain traffic areas free of excavated materials, construction equipment, products, snow, ice and debris.
- D. Traffic Regulation: Obtain all necessary permits for access to and use of public roads and streets for construction and hauling purposes. Comply with traffic control regulations applying to permit issuance.
1. Provide markers, signs, lights and barriers on and near the site to safely control construction traffic and public access.
- E. Parking: Use designated areas of Owner's existing parking areas for construction personnel's private vehicles and of Contractor's light-weight vehicles.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- H. Cleaning During Construction: Control accumulation of waste materials and rubbish. Periodically dispose of legally off site.
1. Clean interior areas prior to the start of finish work. Maintain areas free of dust and other contaminants during finishing operations.
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- K. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
- L. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

- M. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- N. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- O. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- P. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- Q. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose portion of site determined sufficient to accommodate construction operations and maintain security.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish 10 sets of keys to Owner.
- R. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- S. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- T. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- U. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

- V. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.
  - 5. Do not install material that is wet.
  - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
  - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use permanent HVAC system to control humidity.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

- a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
- b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
- c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

**END OF SECTION 015000**

## SECTION 015600 - ENVIRONMENTAL PROTECTION

### PART 1 - GENERAL

#### 1.1 ENVIRONMENTAL PROTECTION

- A. Environmental protection considerations consist of, but are not limited to, the following factors:
1. Natural resources including air, water, and land.
  2. Solid waste disposal.
  3. Noise.
  4. Control of toxic substances and hazardous materials.
  5. The presence of chemical, physical, and biological elements and agents that adversely effect and alter ecological balances.

#### 1.2 GENERAL REQUIREMENTS

- A. Provide and maintain environmental protection defined herein, other Sections and as indicated in the Drawings.
- B. Comply with all Federal, State, and local laws, ordinances and regulations pertaining to environmental protection.
- C. Compliance by subcontractors with the provisions of this and various other sections of these specifications is the responsibility of the Contractor.
- D. Use of equipment from which factory-installed, anti-pollution and noise control devices are removed or rendered ineffective, either intentionally or through lack of proper maintenance is prohibited.
- E. Furnish a certificate that all materials and operating equipment installed as a part of this project, the installation thereof and all equipment used in the construction, are in compliance with all applicable local laws, ordinances, regulations and permits concerning environmental pollution control and abatement.

#### 1.3 PROTECTION OF NATURAL RESOURCES

- A. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed be preserved in their existing condition, be restored to an equivalent of the existing condition or improved as indicated, as approved by the Architect/Engineer, upon completion of the work. Confine on-site construction activities to areas defined by the drawings and specifications.

#### 1.4 TOXIC SUBSTANCES

- B. Asbestos and Hazardous Materials Procedure: In the event the Contractor, during the course of the work on the project, encounters the presence of asbestos or any materials containing asbestos, or polychlorinated biphenyl (PCB's) or any other hazardous materials as recognized by local Authorities having jurisdiction, promptly notify the Owner through the Architect/Engineer. Do not perform any work pertinent to the asbestos or hazardous material prior to receipt of special instructions from the Owner through the Architect/Engineer. Any delay in the progress of the work as a result of encountering either asbestos or hazardous materials on the project will be mitigated by the Architect/Engineer. Within 24 hours of this notification to the Owner through the Architect/Engineer of the encountering of the presence of asbestos or hazardous materials, the Contractor will meet with the Architect/Engineer to replan and work around the affected area. The Architect/Engineer will provide the special instructions without delay and upon confirmation by the local Authorities of the actions taken and authorize work to progress.
- C. Comply with all applicable provisions of the National Emission Standards for Asbestos (40 CFR 61 Subpart B).
- D. Comply with the local regulations of polychlorinated biphenyl (PCB). Since these chemicals are used in some existing insulation, existing fixed and vehicular transformers, assure proper marking, handling, and disposal of any PCB's in accordance with the regulations of 40 CFR 761.
  - 1. Do not use PCB chemical substance, mixture, equipment, container, sealant, coating, or dust-control agent except in accordance with regulations of 40 CFR 761.
  - 2. Immediately report any PCB chemical substance, mixture, equipment, container, sealant, coating or dust control agent found stored within the project area to the Architect in writing and stop work in the area.
- E. Lead paint may be present in site elements. DNREC will inspect and clear the site of lead paint.
- F. Asbestos is may be present in site elements. DNREC will inspect and clear the site of asbestos.

#### 1.5 CONTROL AND DISPOSAL OF EXCESS MATERIAL, TRASH AND DEBRIS

- A. Dispose of excess excavated material that is approved by the Architect/Engineer as clean fill onsite if an onsite soil disposal area is approved by the Architect/Engineer. If no such site is approved, dispose of the material in accordance with the provision of paragraph 1.5 (C).
- B. Pick-up trash and place in containers. Empty containers on a regular schedule. Conduct handling and disposal to prevent contamination of the site and other areas. Do not dispose of in areas of natural vegetation. On completion, leave the area clean and natural looking.

- C. Dispose of rubbish and debris as follows:
  - 1. Transport all waste off the site and dispose of it in a manner that complies with State, and local requirements. Secure a permit or license prior to transporting any material off the site. Do not burn or bury waste materials on the site.

#### 1.6 CONTROL AND DISPOSAL OF CHEMICAL AND SANITARY WASTES

- A. Store chemical waste in corrosion-resistant containers, remove from the project site, and dispose of as necessary, but not less frequently than monthly. Provide for disposal of chemical waste in accordance with standard established practices as approved by the Architect. Dispose of lubricants to be discarded in accordance with approved procedures meeting state, and local regulations.

#### 1.7 DUST CONTROL

- A. Keep dust down at all times including nonworking hours, weekends, and holidays.
- B. Secure and cover transport equipment and loose materials in transit to ensure that materials do not become airborne during transit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01560**

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## SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Sections:
  - 1. Section 015000 "Temporary Facilities and Controls" for temporary site fencing.
  - 2. Section 311000 "Site Clearing" for removing existing trees and shrubs.

#### 1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches (150 mm) above the ground for trees up to, and including, 4-inch (100-mm) size; and 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of the following:
  - 1. Organic Mulch: 1-pint (0.5-L) volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
  - 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
  - 3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

- C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
  - 1. Species and size of tree.
  - 2. Location on site plan. Include unique identifier for each.
  - 3. Reason for pruning.
  - 4. Description of pruning to be performed.
  - 5. Description of maintenance following pruning.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified arborist and tree service firm.
- B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
  - 1. Use sufficiently detailed photographs or videotape.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

## 1.6 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA.
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
    - a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
    - b. Enforcing requirements for protection zones.
    - c. Arborist's responsibilities.
    - d. Field quality control.

## 1.7 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
  - 1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
  - 1. Type: Shredded hardwood.
  - 2. Size Range: 3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum.
  - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements.
  - 1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, and 2-7/8-inch- (73-mm-) OD corner and pull posts; with 1-5/8-inch- (42-mm-) OD top rails; with 0.177-inch- (4.5-mm-) diameter top tension wire and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

- a. Height: 4 feet (1.2 m).
2. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus 60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet (2.4 m) apart.
  - a. Height: 4 feet (1.2 m).
  - b. Color: High-visibility orange, nonfading.
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
  1. Size and Text: DO NOT ENTER. TREE PROTECTION ZONE.
  2. Lettering: 3-inch- (75-mm-) high minimum, white characters on red background.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

#### 3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches (1372 mm) above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.
  1. Apply 4-inch (100-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm) of tree trunks.

### 3.3 TREE- AND PLANT-PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
  - 1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
  - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 20 feet (6 m) on protection-zone fencing, but no fewer than one sign with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.
- D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
  - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

### 3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving."
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.

- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

### 3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  - 2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.
  - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 4. Cover exposed roots with burlap and water regularly.
  - 5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune roots 6 inches (150 mm) inside of the protection zone, by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

### 3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
  - 1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
  - 2. Pruning Standards: Prune trees according to ANSI A300 (Part 1) and the following:
    - a. Type of Pruning: Cleaning.
  - 3. Cut branches with sharp pruning instruments; do not break or chop.
  - 4. Do not apply pruning paint to wounds.
- B. Chip removed branches and spread over areas identified by Architect.

### 3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
  - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 2 inches (50 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

### 3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

### 3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
  - 1. Submit details of proposed root cutting and tree and shrub repairs.
  - 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
  - 3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
  - 4. Perform repairs within 24 hours.
  - 5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
  - 1. Provide new trees of same size and species as those being replaced for each tree that measures 6 inches (150 mm) or smaller in caliper size.
    - a. Species: Match existing tree to be replaced.
- C. Soil Aeration: Where directed by Architect, aerate surface soil compacted during construction. Aerate 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill

2-inch- (50-mm-) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

**END OF SECTION 015639**

## SECTION 016000 - PRODUCT REQUIREMENTS

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include but are not limited to the following:
  - 1. Division 1 Section "References" for applicable industry standards for products specified.
  - 2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
  - 3. Other included Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

#### 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
    - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A at the end of this section.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
    - j. Cost information, including a proposal of change, if any, in the Contract Sum.
    - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
    - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  3. Architect's/Engineer's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect/Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Acceptance: Change Order.
    - b. Use product specified if Architect/Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Architect's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect/Engineer will notify Contractor of approval or rejection of proposed

comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
- b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect/Engineer will determine which products shall be used.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
  2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  3. Refer to Divisions 2 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Division 1 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. **Standard Products:** If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's/Engineer's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern,

density, or texture from manufacturer's product line that does not include premium items.

- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within **30** days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect/Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work.
  9. Requested substitution provides specified warranty.
  10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

## 2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect/Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)



### SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_ Date: \_\_\_\_\_

A/E Project Number: \_\_\_\_\_

Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Phone: \_\_\_\_\_

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

History:  New product  1-4 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item:

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

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

Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_)

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

**SUBSTITUTION  
REQUEST**

(After the Bidding/Negotiating Phase — Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Attachments:

**A/E's REVIEW AND ACTION**

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

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

Additional Comments:  Contractor  Subcontractor  Supplier  Manufacturer  A/E  
 Other:

**END OF SECTION 016000**

## SECTION 013150 – FIELD ENGINEERING

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions and procedural requirements for Field Engineering services, including, but not necessarily limited to the following:

1. Land Survey Work.
2. Engineering services.

#### 1.3 SUBMITTALS

- A. Certificates: Submit a certificate signed by the Land Surveyor certifying that the location and elevation of improvements comply with the Contract Documents.
- B. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

#### 1.4 QUALITY ASSURANCE

- A. Surveyor: Engage a Professional Land Surveyor, licensed in the State of Delaware, to perform required surveying services to ensure that grades, lines, levels, and locations of the Work are in compliance with the Contract Documents.
- B. Engineer: Engage a Professional Engineer of the discipline required, registered in the State of Delaware, to perform required engineering services.

#### 1.5 EXAMINATION

- A. The Owner will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
  1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
  2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.

- C. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

#### 1.6 PERFORMANCE

- A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
  - 1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
  - 2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.
  - 1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
  - 2. On completion of foundation walls, major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and sitework.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013150**

## SECTION 017300 - EXECUTION REQUIREMENTS

### 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.

#### 1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. General installation of products.
  - 3. Coordination of Owner-installed products.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  - 3. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 4. Division 02 Section "Selective Demolition" for demolition and removal of selected portions of the building.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for foundations including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations from two or more locations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that

adequate provisions are made for locating and installing products to comply with indicated requirements.

- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect/engineer.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

**END OF SECTION 017000**

## SECTION 017329 - CUTTING AND PATCHING

### 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.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the but are not limited to the following:
  - 1. Division 2 Section "Selective Demolition" for demolition of selected portions of the building for alterations.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### 1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.
  - 1. Primary operational systems and equipment.
  - 2. Fire-protection systems.
  - 3. Control systems.
  - 4. Communication systems.
  - 5. Electrical wiring systems.

- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, which results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
  - 3. Piping and ductwork.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete & Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

**END OF SECTION 017329**

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
  - 2. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.

#### 1.3 DEFINITIONS

- A. Construction, Demolition and Land Clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage. Construction waste includes packaging.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: The process of sorting, treating and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- D. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use of mulch.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale, reuse in another facility or sale to a third party.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

- G. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- H. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- I. Approved Recycling Facility: Any of the following:
  - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
  - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 75 percent CDL waste by weight from the landfill by one or a combination of the following activities:
  - 1. Salvage.
  - 2. Reuse.
  - 3. Source-Separated CDL Recycling.
  - 4. Co-mingled CDL Recycling.
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
  - 1. Demolition Waste:
    - a. Acoustical ceiling tiles.
    - b. Asphalt paving.
    - c. Asphalt shingles.
    - d. Carpet and carpet pad.
    - e. Concrete.
    - f. Concrete reinforcing steel.
    - g. Concrete masonry units.
    - h. Doors and frames.
    - i. Door hardware.
    - j. Field office waste including office paper, cans, plastic and office cardboard.
    - k. Fluorescent lamps and ballasts.
    - l. Glazing.
    - m. Gypsum board.
    - n. Insulation.
    - o. Land clearing debris (vegetation, stumpage, dirt, etc.).
    - p. Membrane and built-up Roofing.
    - q. Metals.
    - r. Metal studs.

- s. Paint (through hazardous waste outlets).
  - t. Plastic film (sheeting, shrink wrap and packaging),
  - u. Plywood and oriented strand board.
  - v. Rough hardware.
  - w. Structural and miscellaneous steel.
  - x. Windows.
  - y. Wood.
  - z. Equipment.
  - aa. Piping.
  - bb. Supports and hangers.
  - cc. Valves.
  - dd. Sprinklers.
  - ee. Mechanical equipment.
  - ff. Refrigerants.
  - gg. Electrical conduit.
  - hh. Copper wiring.
  - ii. Lighting fixtures.
  - jj. Electrical devices.
  - kk. Switchgear and panelboards.
  - ll. Transformers.
2. Construction Waste:
- a. Acoustical ceiling tiles.
  - b. Asphalt paving.
  - c. Asphalt shingles.
  - d. Carpet and carpet pad.
  - e. Concrete.
  - f. Concrete reinforcing steel.
  - g. Concrete masonry units.
  - h. Doors and frames.
  - i. Door hardware.
  - j. Field office waste including office paper, cans, plastic and office cardboard.
  - k. Fluorescent lamps and ballasts.
  - l. Glazing.
  - m. Gypsum board.
  - n. Insulation.
  - o. Land clearing debris (vegetation, stumpage, dirt, etc.).
  - p. Membrane and built-up Roofing.
  - q. Metals.
  - r. Metal studs.
  - s. Paint (through hazardous waste outlets).
  - t. Plastic film (sheeting, shrink wrap and packaging),
  - u. Plywood and oriented strand board.
  - v. Rough hardware.
  - w. Structural and miscellaneous steel.
  - x. Windows.
  - y. Wood.
  - z. Piping.
  - aa. Electrical conduit.

- bb. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Plastic pails.

#### 1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for the Notice of Award.
- B. Waste Management Report: Submit report with each application for payment.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons (tonnes).
  - 4. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
  - 5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
  - 6. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
  - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Qualification Data: For refrigerant recovery technician.

- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

## 1.7 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.
  - 6. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
    - a. Owner.
    - b. Architect/Engineer.
    - c. Contractor's superintendent.
    - d. Major subcontractors.
    - e. Waste Management Coordinator.
    - f. Other concerned parties.
  - 7. Minutes: Record discussion. Distribute meeting minutes to all participants. Note: If there is an Architectural/Engineering consultant contracted by the State of Delaware, they will perform this role.

8.

## 1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. List all assumptions made for the quantities estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. The plan shall include the following information:
1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
  2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
    - a. Contracting with a deconstruction specialist to salvage materials generated,
    - b. Selective salvage as part of demolition contractor's work,
    - c. Reuse of materials on-site or sale or donation to a third party.
  3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
    - a. Requiring subcontractors to take their CDL waste to a recycling facility;
    - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
    - c. Processing and reusing materials on-site;
    - d. Self-hauling to a recycling or material recovery facility.
  4. Name of recycling or material recovery facility receiving the CDL wastes.
  5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
  2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  3. Total cost of disposal (with no waste management).
  4. Revenue from salvaged materials.
  5. Revenue from recycled materials.
  6. Savings in hauling and tipping fees by donating materials.
  7. Savings in hauling and tipping fees that are avoided.

8. Handling and transportation costs. Including cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable materials, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

### 3.2 SOURCE SEPARATION

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible. Separate recyclable materials by type.
  1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
  2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
  3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
  4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

<b>WASTE MANAGEMENT PROGRESS REPORT</b>					
		<b>Disposed in Municipal Solid Waste landfill</b>	<b>Diverted from Landfill by Recycling, Salvage or Reuse</b>		
Material Category			Recycled	Salvaged	Reused
1.	Acoustical Ceiling Tiles				
2.	Asphalt				
3.	Asphalt Shingles				
4.	Cardboard Packaging				
5.	Carpet & Carpet Pad				
6.	Drywall				
7.	Concrete				
8.	Fluorescent Lamps and Ballasts				
9.	Land Clearing Debris (Vegetation, Stumpage & dirt)				
10.	Metals				
11.	Paint (Through Hazardous Waste Outlets)				
12.	Wood				

13.	Plastic Film (Sheeting, Shrink Wrap & Packaging)				
14.	Window Glass				
15.	Field Office waste (Office Paper, Aluminum Cans, Glass, Plastic and Coffee Cardboard)				
16.	Other (Insert Description)				
17.	Other (Insert Description)				
	Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
Percentage of Waste Diverted			(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)		

**END OF SECTION 017419**

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## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Project Record Documents.
3. Operation and maintenance manuals.
4. Warranties.
5. Instruction of Owner's personnel.
6. Final cleaning.

- B. Related Sections include the following:

1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
3. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Complete startup testing of systems.
8. Submit test/adjust/balance records.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Advise Owner of changeover in heat and other utilities.
11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect/Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Architect's/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect/Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

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

## 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

## 1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one original set of blue- or black-line white prints with two copies of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit three copies of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## 1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble three complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
  - 1. Maintenance Data:
    - a. Manufacturer's information, including list of spare parts.
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.
    - g. Copies of maintenance service agreements.
    - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

## 1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in each operation and maintenance manual.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances. Provide a magnetic sweep of all areas around the building to retrieve stray nails, screws and other fasteners or metal shards.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - g. Sweep concrete floors broom clean in unoccupied spaces.
  - h. Clean transparent materials, including glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  - i. Remove labels that are not permanent.
  - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - k. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 017700**

## SECTION 017823 - MAINTENANCE DATA

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing maintenance manuals, including the following:
  - 1. Maintenance documentation directory.
  - 2. Maintenance manuals for the care and maintenance of products, and materials.
- B. Related Sections include but are not limited to the following:
  - 1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for maintenance manuals.
  - 2. Division 1 Section "Closeout Procedures" for submitting maintenance manuals.
  - 3. Division 1 Section "Project Record Documents" for preparing Record Drawings for maintenance manuals.
  - 4. Divisions 02 through 33 Sections for specific maintenance manual requirements for the Work in those Sections.

#### 1.3 SUBMITTALS

- A. Final Submittal: Submit 1 copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
  - 1. Correct or modify each manual to comply with Architect's/Engineer's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's/Engineer's comments.

#### 1.4 COORDINATION

- A. Where maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

## PART 2 - PRODUCTS

### 2.1 MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. Table of contents.
- B. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

### 2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name, address, and telephone number of Contractor.
  - 6. Name and address of Architect/Engineer.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
  - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

- a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
  - b. Identify each binder on front and spine, with printed title "MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq. ft. white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

### 2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to operation and maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of maintenance manuals.
  - 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."
- F. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting maintenance documentation.

### END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### 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.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections include but are not limited to the following:
  - 1. Division 1 Section "Closeout Procedures" for general closeout procedures and maintenance manual requirements.
  - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

#### 1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Final Submittal: Submit three sets of marked-up Record Prints and one set of record transparencies. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit three copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit three copies of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.
1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
  2. Refer instances of uncertainty to Architect for resolution.
  3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.
  4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
  3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect/Engineer.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  5. Note related Change Orders, Record Drawings, and Product Data where applicable.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Drawings, and Product Data where applicable.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's/Engineer's reference during normal working hours.

### **END OF SECTION 017839**

## SECTION 018200 - DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training videotapes.
- B. See Divisions 2 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

#### 1.2 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Demonstration and Training CDs/Flash Drives: Submit two copies within seven days of end of each training module.

#### 1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training.
- D. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include system and equipment descriptions, operating standards, regulatory requirements, equipment function, operating characteristics, limiting conditions, and performance curves.
  - 2. Documentation: Review emergency, operations, and maintenance manuals; Project Record Documents; identification systems; warranties and bonds; and maintenance service agreements.
  - 3. Emergencies: Include instructions on stopping; shutdown instructions; operating instructions for conditions outside normal operating limits; instructions on meaning of warnings, trouble indications, and error messages; and required sequences for electric or electronic systems.
  - 4. Operations: Include startup, break-in, control, and safety procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; operating procedures for emergencies and equipment failure; and required sequences for electric or electronic systems.
  - 5. Adjustments: Include alignments and checking, noise, vibration, economy, and efficiency adjustments.
  - 6. Troubleshooting: Include diagnostic instructions and test and inspection procedures.
  - 7. Maintenance: Include inspection procedures, types of cleaning agents, methods of cleaning, procedures for preventive and routine maintenance, and instruction on use of special tools.
  - 8. Repairs: Include diagnosis, repair, and disassembly instructions; instructions for identifying parts; and review of spare parts needed for operation and maintenance.

## PART 3 - EXECUTION

### 3.1 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will describe Owner's operational philosophy.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

### 3.2 DEMONSTRATION AND TRAINING RECORD

- A. General: Engage a qualified commercial photographer to record demonstration and training sessions. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Format: Provide high-quality color video saved on CD's or flash drives. Save in a format acceptable to the Owner.
- C. Narration: Describe scenes on video by dubbing audio narration off-site after session is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

**END OF SECTION 018200**

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