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Addendum No. 1

Delaware Department of Correction
Baylor Women's Correctional Institution
New Castle, Delaware
OMB/DFM Contract No.: MC3804000072

Tt Project No. 200-26912-15004

Addendum No. 01
to
Drawings and Project Manual
November 20, 2018

To: ALL BIDDERS

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

Original DRAWINGS dated November 15, 2018
PROJECT MANUAL dated November 15, 2018

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

This ADDENDUM consists of two (2) pages and the following:

2.1 PROJECT MANUAL MODIFICATIONS

A. Spec Section 00 52 13; Standard Form of Agreement Between Owner and Contractor

1. **DELETE** Original and **REPLACE** Specification Section in its entirety with Updated AIA A101-2017 Standard Form of Agreement Between Owner and Contractor Sample Contract attached to this addendum.

B. Section 00 31 20; Payroll Reports

1. **ADD** Spec Section in its entirety, attached to the addendum.

C. Section 00 74 19; Construction Waste Management

1. **ADD** Spec Section in its entirety, attached to the addendum.

2.2 DRAWING MODIFICATIONS

A. None at this time.

2.3 **QUESTIONS/CLARIFICATIONS/REQUEST FOR INFORMATION (RFI'S)**

A. None at this time.

ATTACHMENTS

Pre-Bid Meeting Minutes
Spec Section 00 52 13a AIA Document A101 -2017
Spec Section 00 31 20 Payroll Report
Spec Section 01 74 19 Construction Waste Management

END OF ADDENDUM No. 1

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Pre-Bid Meeting Record

Meeting Date: Thursday, November 15 @ 10:00 a.m.

Publication Date: November 20, 2018

Prepared By: Scott D. Parlow, P.E.

Tt Project No.: 200-26912-15004

Regarding: BAS/DDC Controls Upgrade
Delores J. Baylor Women's Correctional Institution
New Castle, Delaware
OMB/DFM/DOC Contract No: MC3804000072

Attendees

J. Dean Seely	OMB/DFM/DOC Project Manager	302-739-5644	joseph.seely@state.de.us
Eric Smeltzer	DOC Capital Programs Admin	302-857-5261	eric.smeltzer@state.de.us
Jason Sakeley	Seiberlich Trane, Inc.	302-304-2243	jason.sakeley@seiberlichtrane.com
Grant Gaydosh	Radius Systems, LLC	610-806-2129	ggaydosh@radiussystemsllc.com
Liz Marx	Commonwealth Construction Co.; Inc.	302-654-6611	bbooth@itscommonwealth.com
Chase Lockard	Modern Controls, Inc.	302-325-6880	clochard@moderncontrols.com
Scott D. Parlow PE	Tetra Tech, Inc.	302-738-7551	scott.parlow@tetratedch.com

Additional Distribution

Greg Christian	DOC Facilities Maint. Manager	302-739-5601	greg.christian@state.de.us
Steve Brown	DJBWCI Maintenance Superintendent	302-577-3004	steven.brown@state.de.us
Pam Dennis	Tetra Tech, Inc.	302-738-7551	Pam.dennis@tetratedch.com

Item Number

Item

1. A Mandatory Pre-Bid Meeting for the above referenced project was held in the large conference room at the Division of Facilities Management Headquarters, 3rd Floor, Suite 1 of the Thomas Collins Building in Dover, Delaware on Thursday, November 15, 2018 at 10:00 am. Those in attendance are noted above.
2. Sealed bids for this project will be received by the State of Delaware, Office of Management & Budget, Division of Facilities Management, in the reception area of DFM at the Thomas Collins Building, 540 South DuPont Highway, Dover, Delaware, until 2:00 p.m. local time on Thursday, December 6, 2018, at which time they will be publically opened, read aloud, and recorded. Bidders bear the risk of late delivery. Any bids received after the stated time will be returned unopened.
3. This is a mandatory Pre-Bid Meeting and Prime Bidders are limited to those in attendance.

4. A Site Walk Through has been scheduled for Thursday, November 29, 2018 at 9:00 am at the site. Contractors shall meet at the Main Gatehouse of the Facility.
5. Contractors must submit background checks for those employees that wish to attend the Site Walk through. Email the forms to Steve Brown at Steven.brown@state.de.us by end of business Wednesday, November 21, 2018.
6. For further bidding information relating to the bid and signature forms, the Contractors are directed to contact J. Dean Seely, OMB/DFM/DOC Project Manager at joseph.seely@state.de.us.
7. The Wage Rates for this project shall be as determined by the Delaware Department of Labor and Division of Industrial Affairs for New Castle County. A certified copy has been included in the Project Manual. However, Contractors are responsible to contact the Delaware Department of Labor to receive verification of the most current Wage Rate Scale.
8. A general review of the Project Manual was performed. The following specification sections were reviewed.

<u>Section</u>	<u>Article</u>	<u>Title</u>
00 11 13	--	Advertisement for Bids
00 21 13	1.1	Definitions
	1.10	Addenda
	1.14	Base Bid
	1.15	Alternate
	1.16	Unit Price
	2.0	Bidder's Representation
	2.1	Pre-Bid Meeting
	3.0	Bidding Documents
	3.1	Copies of Bid Documents
	3.2	Interpretation or Correction of Bidding Documents
	3.3	Substitutions
	3.4	Addenda
	4.0	Bidding Procedures
	4.1	Preparation of Bids
	4.2	Bid Security
	4.3	Subcontractor List
	4.5	Prevailing Wage Requirements
	4.6	Submission of Bids
	7.0	Performance Bond & Payment Bond
	7.1	Bond Requirements
00 22 13a	1.02	Qualification of Bidders
	1.04	Bid Form
	1.05	Contract Time
	1.06	Representation of Bidders
	1.07	Interpretations
	1.08	Substitutions
	1.09	Wage Rates
	1.10	Start of Work
	1.12	Cost of Contract Documents

00 41 13	--	Bid Form Bid Bond Form
00 52 13	AIA 101-2007	Standard Form of Agreement Between Owner & Contractor
00 61 13.13	--	Performance Bond Form
00 61 13.16	--	Payment Bond Form
00 62 76	AIA G-701	Change Order Form
	AIA G-702	Application & Certification for Payment
	AIA G-703	Continuation Sheet
	AIA G-704	Certificate of Substantial Completion
	AIA G-706	Contractor's Affidavit of Payment of Debt and Claims
	AIA G-706A	Contractor's Affidavit of Release of Liens
	AIA G-707	Consent of Surety to Final Payment
00 72 13	AIA 201-2007	General Conditions for the Contract for Construction
00 73 46	--	State of Delaware Wage Rate Schedule
00 81 13	5.1	Subcontracting Requirements
	7.0	Changes in the Work
00 81 14		Drug Testing Report Forms
00 82 13a	1.1	Additional General Contracting Requirements-General
	1.3	Work Included
	1.4	Work Not Included
	1.5	Security
	1.7	Drawings and Specifications
	1.8	Continuity of Services
	1.10	Responsibility for Damage and Care of State Property.
	1.16	Guarantee
	1.17	As-Built Drawings
01 12 00	1.0	Allowances – General
	1.5	Contingency Allowance
	3.2	Schedule of Allowances
01 21 00	1.0	Allowance Access Authorization Form
01 22 00	1.0	Unit Prices – General
	3.1	Schedule of Unit Prices – Prime Contract
01 23 00	1.0	Alternates – General
	3.1	Schedule of Alternates
01 33 00	1.1	Submittal Procedures – General
	2.2	Electronic Submittal Procedures
01 33 01	1.0	CADD Release – General
	3.1	Use and Identification Agreement
01 35 53	1.00	Security Procedures – General
	1.04	Entry Control
	1.05	Personnel Identification and Background Check
	1.06	General Requirements

	1.07	Special Requirements
	1.08	Site Security
	1.10	Responsibilities for Damage and Care of State Property
	3.01	Daily Contractor Tool and Equipment Inventory
01 77 00	1.0	Closeout Procedures-General
	1.3	Substantial Completion
	1.4	Final Completion
	1.5	List of Incomplete Items
	1.6	Project Record Documents
	3.3	Summary of Closeout Documents

9. Only plan holders who purchased bid document sets from Tetra Tech will receive ADDENDA.
10. The following items were discussed in greater detail.
 - A. Contractors may copy the Bid Form; submit in triplicate (three (3) copies).
 - B. Contractors shall identify the time of construction in their Bid Form. It is the intent of the project to be completed within one (1) year.
 - C. All discrepancies, questions or requests for clarifications or interpretations must be submitted to the Engineers office at least seven (7) days prior to bid due date (Thursday, November 29, 2018 by COB).
 - D. Requests for Substitutions must be submitted to the Engineer's Office at least ten (10) days prior to the bid due date (Monday, November 26, 2018 COB)
 - E. Contractor must list themselves as the Subcontractor for all work which they propose to accomplish.
 - F. It was noted that for this Public Works Contracts, the Prime Contractor must perform at least 10% of the total bid price with their own forces, exclusive of administrative costs, purchasing of equipment, overhead or profit.
 - G. A Bid Security, in the amount of ten percent (10%) of the total amount of the Base Bid plus all additive alternates is required. As of now, there are seven (7) Alternates.
 - H. Temporary utilities are required on this project.
 - I. Facility restrooms are not available. Port-O-Sans will be required.
 - J. Contractors shall submit a list of all proposed workers stating their social security number, driver's license number, age, sex, race and date of birth. List shall be used for a background check and shall be submitted at the Pre-Construction Meeting prior to the start of construction. Same applies to all Subcontractors.
 - K. Normal working hours are between 7:00 a.m. to 3:00 p.m., Monday thru Friday. Additional hours must be arranged in advance. Contractors must enter the Facility at 7:00 am and be ready to exit the Facility by 2:45 pm.
 - L. No mingling with inmates. This is especially important as this is an all-female institution.
 - M. Contractors shall not bring glass or metal containers into the Facility. Plastic Only.

- N. Contractors are required to sign in at the Main Entrance each morning before driving through the gate. All Contractors shall enter and leave as a group with an escort (Maintenance Personnel or Correctional Officer). Allow 30 minutes to one (1) hour to enter or leave the Facility.
 - O. Gang boxes will be allowed to be stored in designated areas at the job site.
 - P. A list of tools must be supplied with each truck and/or gang box. Inventory shall be taken by the Contractors at the end of each work day. Correctional Officers reserve the right to inspect and inventory all trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
 - Q. Trucks should be kept clean. Trash within the vehicle could increase the amount of time it takes the Correctional Officers to inspect the vehicles.
 - R. All vehicles and tool boxes shall be locked at all times.
 - S. Proper construction clothing is required. Short pants, open-toed shoes, and/or bare chests are not permitted.
 - T. No dumping will be allowed on the project site. Trash, debris and waste must be removed from the compound daily and from the site as required or directed. Dumpster location to be coordinated at the Pre-Construction Meeting.
 - U. The successful Contractor must submit certified weekly payroll receipts directly to the Delaware Department of Labor as required.
 - V. Employee/Contractor/Subcontractor lunch breaks during normal working hours shall occur at the job site.
 - W. Cell phones, if allowed, cannot have cameras in them. Special/written permission will be required for the Job Foreman to carry a cell phone or a lap top.
 - X. The State of Delaware Front End Specifications requires a two (2) year Warranty and Guarantee Period after acceptance by the Owner.
 - Y. Under the State of Delaware Front End Specifications, the Performance and Labor & Material 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.
 - Z. Contractors are responsible for all permits.
11. The Project Manual was reviewed in further detail. The following items were discussed:
- A. No Addenda will be issued later than four (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.
 - B. Each Bidder shall ascertain prior to submitting their Bid that they have received all Addenda issued and shall acknowledge their receipt in the Bid in the appropriate space.
 - C. The Schedule of Values shall include a line item for the submission of the Project Closeout Documents. The value of this item shall be no less than 1% of the initial contract amount.
 - D. All utility and unit shutdowns must be coordinated with DOC Maintenance.
 - E. Contract time was discussed. Project must be completed within one (1) year..

- F. Contractors were advised that only limited movement will be permitted while inside the compound.
- 12. The drawings were generally reviewed to present the intent of the Contract Documents. The following items were discussed in greater detail:
 - A. All sheets were reviewed and briefly discussed.
- 13. A Site Review of the work area was not performed.
 - A. A site visit has been scheduled for Thursday, Wednesday, November 29, 2018 at 9:00am.
 - B. Background checks must be submitted to Steve Brown at steven.brown@state.de.us by Wednesday 21, 2018.
- 14. Job Site Requirements
 - A. All sheets were reviewed and briefly discussed.

End of Pre-Bid Meeting Report

Attachments:

Pre-Bid Meeting Sign-In Sheet

Bid Register

DOC Baylor's – Security Clearance Application

J:\IER\26912\200-26912-15004\ProjMgmt\Meetings\26912-15004 BWCI BAS DDC Controls Prebid Meeting Report.doc



TETRA TECH

240 Continental Drive, Suite 200, Newark, Delaware 19713

PREBID MEETING SIGN-IN SHEET

OMB/DFM/DOC – Baylor Women’s Correctional Institution
DDC Controls Upgrades

Tt PROJECT NO.: 200-26912-15004
DATE: November 15, 2018

	Name	Company	Physical Address	Telephone	Fax	e-mail
1	Scott S. Parlow	Tetra Tech	240 Continental Ave	(302) 738-7551		Scott.Parlow@tetratech.com
2	Dean Seely	OMB/DFM				joseph.seely@state.c
3	Jason Saterley	Seiberlich Trane	66 Saddington Blvd	302-304-2243		jason.saterley@seiberlich
4	Grant Gaudosh	Radius Systems	101 Ponds Edge Drive	610-806-2129		ggg@radius-systems.com
5	Eric Smeltzer	DOC		302 857 5261		eric.smeltzer@state.de
6	Pam Dennis	Tetra Tech				
7	Liz Marx	Commonwealth Const	2317 P H AVE	302-654-6011		lmarx@itscommunications.com
8	Charles Lachar	Maintenance	7 Teller Dr. New Castle, DE	302-325-6880		clachar@nrc.com
9						
10						
11						
12						
13						

Baylor Women's Correctional Institution
DDC Controls Upgrades

200-26912-15004

Bids Due: **2:00 PM** **Thursday, December 6, 2018**
Office of Management & Budget/Division of Facilities Management
Thomas Collins Building
540 S. Dupont Hwy, Suite 1 (3rd Floor)
Dover, DE 19901

REGISTER OF BID DOCUMENTS
PLEASE PRINT CLEARLY

\$ 150.00 per set

#01	Name of Company: <u>Radius Systems LLC</u> Physical Address: <u>P.O. Box 75</u> City, State: <u>Chadds Ford Pa 19317</u> Contact: <u>Grant Gaydosch</u> GC: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Phone: <u>610-806-2129</u> Fax: _____ Date: <u>11/15/18</u> E-Mail: <u>ggaydosch@radiussystemsllc.com</u>
#02	Name of Company: <u>Modern Controls</u> Physical Address: <u>7 Bellecor Drive</u> City, State: <u>New Castle, DE 19720</u> Contact: <u>Chase Lockard</u> GC: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Phone: <u>302-325-6800</u> Fax: _____ Date: <u>11/15/18</u> E-Mail: <u>clockard@moderncontrols.com</u>
#03	Name of Company: <u>Seiberlich Trane</u> Physical Address: <u>66 Southgate Blvd</u> City, State: <u>New Castle, DE 19720</u> Contact: <u>Jason G Sakeley</u> GC: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Phone: <u>302-304-2243</u> Fax: _____ Date: <u>11/16/18</u> E-Mail: <u>jason.sakeley@seiberlich.com</u>

**SECURITY CLEARANCE APPLICATION
DELAWARE DEPARTMENT OF CORRECTION**

Page 1 of 3

PLEASE PRINT CLEARLY

WHO SHOULD COMPLETE THIS FORM:

- i. Applicants requesting one-time access or occasional access (whether for one facility or multiple facilities)
- ii. Applicants requesting a badge for access to one or more facilities (frequent access for period of 1 year or more)
Note: These applicants will be directed to Human Resources after this form is approved
- iii. Individuals requesting to schedule an offender visit may be asked to complete this form.

Volunteers, interns and professional service visitors must attach a letter from their sponsoring organization. Letter must be on agency letterhead, signed by the agency's director and include the name and title/role of the applicant and the name of the program.

WHO SHOULD NOT COMPLETE THIS FORM:

- (1) Attorneys
- (2) Employees of DOC's contracted medical/behavioral health provider (please contact DOC's Human Resources directly)

SECTION 1: PERSONAL INFORMATION & CRIMINAL HISTORY

NAME: _____
(LAST) (FIRST) (MIDDLE)

PLEASE LIST ALL OTHER NAMES YOU HAVE USED INCLUDING MAIDEN, NICKNAMES AND RELIGIOUS NAMES:

DOB: _____ PLACE OF BIRTH: _____ SSN#: _____

SEX: MALE / FEMALE RACE: _____ DRIVER'S LICENSE #: _____ STATE: _____

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: HOME: (____) _____ WORK: (____) _____

EMAIL: _____

PLEASE LIST WHICH FACILITY(IES) YOU ARE REQUESTING ACCESS TO:

PLEASE SELECT TYPE OF ACCESS REQUESTED

- ☐ Offender Visit
- ☐ One Time Access (i.e. single event) **No badge issued*
- ☐ Occasional Volunteer or Service Provision (Less than 3 days per week or less than 165 days per year for a period of one year or less) ** No badge issued*
- ☐ Frequent/Long Term Volunteer or Service Provision (At least 3 days per week or 165 days per year for a period of one year or more) ** You will be directed to HR to fill out a badge application packet after this form has been approved by the respective DOC Bureau Chief*

DO YOU HAVE ANY ARRESTS FOR CHARGES OTHER THAN TRAFFIC TICKETS (WHETHER CONVICTED, DISMISSED, NOLLE PROSSED, OR PARDONED)? NO/YES (IF YES, COMPLETE BELOW). IF YOU NEED MORE ROOM, PLEASE ATTACH A SEPARATE SHEET.

COUNTRY: _____ DATE: _____

OFFENSE: _____

HAVE YOU EVER BEEN CONVICTED OF AN OFFENSE OTHER THAN A TRAFFIC TICKET? NO /YES
(IF YES, COMPLETE BELOW). IF YOU NEED MORE ROOM, PLEASE ATTACH A SEPARATE SHEET.

COUNTRY: _____ **DATE:** _____

OFFENSE: _____ **SENTENCE:** _____

ARE YOU PRESENTLY UNDER DEPT. of CORRECTION SUPERVISION: NO/YES (IF YES, WHAT): _____

ARE YOU RELATED TO OR KNOW ANYONE INCARCERATED AT A DOC FACILITY: NO/ YES

IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: _____

SECTION 2: JUSTIFICATION FOR SECURITY CLEARANCE REQUEST *DO NOT COMPLETE THIS SECTION IF APPLYING FOR AN OFFENDER VISIT. IF REQUESTING ONE-TIME PRISON ACCESS FOR A SINGLE EVENT, ONLY ANSWER THE QUESTIONS MARKED WITH AN ASTERISK (*).*

***REASON FOR CLEARANCE:** _____

***DATE(S) OF ACTIVITY:** _____ ***ORGANIZATION:** _____

***PROGRAM NAME:** _____

***JOB TITLE:** _____ ***HOW LONG EMPLOYED/VOLUNTEERING:** _____

ORGANIZATION ADDRESS, PHONE NUMBER, AND EMAIL:

WHAT TYPE OF VOLUNTEER OR PROFESSIONAL SERVICES WILL YOU BE PROVIDING?

DESCRIBE YOUR QUALIFICATIONS FOR PROVIDING PROFESSIONAL OR VOLUNTEER SERVICES:

LIST ANY PAST OR PRESENT PROFESSIONAL OR VOLUNTEER ORGANIZATIONS YOU PARTICIPATED IN (INCLUDE NAME, LENGTH OF SERVICE, CONTACT PERSON, AND PHONE NUMBER OR EMAIL):

SECTION 3: PLEASE READ AND SIGN ALL APPLICANTS MUST COMPLETE THIS SECTION

I understand that DOC authorities will verify my criminal record information. I also understand that my application may be rejected for any reason.

SIGNATURE: _____ **DATE:** _____

DOC USE ONLY:

The following is the result of the DELJIS and NCIC records checks:

DELAWARE WANTS/WARRANTS _____ DELWARE CRIMINAL HISTORY _____

NCIC WANTS/WARRANTS _____ NCIC CRIMINAL HISTORY _____

DELJIS/NCIC
INVESTIGATOR _____ SIGNATURE _____ DATE _____

APPROVED _____ APPROVAL EXPIRES ON: _____

DENIED _____

IF DENIED, PLEASE INDICATE REASON BELOW:

- (1) Dishonest/incomplete application;
- (2) Active pending charges/warrants/capiases;
- (3) Any criminal conviction within the past two years;
- (4) Any incarceration in a Delaware correctional facility within the past three years;
- (5) Pending litigation against DOC involving applicant, arrest for escape, conviction for smuggling prison contraband, affiliation with confirmed security threat group, or previous institutional misconduct relating to the security, life, safety, and health of the facility while incarcerated;
- (6) Other (See Investigation for info).

REVIEWER'S SIGNATURE: _____ DATE: _____

A GUIDE TO THE PREVENTION AND REPORTING OF SEXUAL ABUSE AND MISCONDUCT WITH OFFENDERS

PREA Information for Contractors, Vendors, and Volunteers with Limited Contact with Offenders

Please Read, Sign, and Return this Acknowledgement Form with the Security Clearance Application

Staff Sexual Misconduct

Delaware Department of Correction (DDOC) policy 8.60 specifically forbids any activity associated with or that promotes acts of sexual conduct, including sexual harassment between offenders and DOC staff. In this definition, "staff" includes: contractors, vendors and volunteers of the DOC. An "offender" means someone incarcerated in a correctional facility or under supervision in the community. DDOC policy 8.60 contains detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature (Policy 8.60 is available on the DDOC website at: http://www.doc.delaware.gov/downloads/policies/policy_8-60.pdf)

Forms of sexual misconduct include, but are not limited to:

1. Any behavior of a sexual nature directed toward an offender by a Department staff, contract staff, or volunteer.
2. Inappropriate touching between offenders and staff.
3. All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.
4. Sexual comments and conversations with sexually suggestive innuendos or double meanings.
5. Display or transmittal of sexually suggestive posters, objects, or messages.

Depending on the investigation findings of an alleged incident, the outcome may result in the loss of your job/assignment and the possibility of criminal charges. In addition, persons accused of sexual harassment in civil or criminal proceedings may be held personally liable for damages to the person harassed.

An Abuse of Power

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal. Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.).

As a DOC contractor, vendor or volunteer, your designated assignments place you in a position of authority over the offenders with whom you interact in a professional capacity. It is not possible to have a relationship as equals because you have a responsibility to maintain custody, evaluate work performance, and/or provide input to issues that affect release dates, return to prison, or other sanctions.

Because of the imbalance of power between offenders and staff, vendors, contractors and volunteers, there can never be a consensual relationship between staff and offenders. In fact, the law states "consent" is not a defense to prosecution. Here are some factors to consider.

Some staff don't think of offenders as 'victims' of staff sexual misconduct, especially when the offender appears to be a willing participant or even initiated the sexual or 'romantic' interactions with a staff member. The offender is always the victim because of the imbalance of power. The consent or willingness of an offender to participate may be a survival strategy or a learned response to previous or current victimization. Many offenders have a history of victimization (physical and/or sexual abuse), which may make them especially vulnerable to the sexual overtures of persons in positions of authority. Their perception of affection/love may be skewed by this background of abuse, making it impossible for them to refuse advances of a staff member.

In some instances, particularly for female offenders, their survival in the community has been directly related to using their sexuality to obtain the means to survive. Coupled with low self-esteem, this carries over into their conduct in prison and while under community supervision.

As the person in authority, it is your responsibility to discourage, refuse and report any overtures as well as maintain professional boundaries at all times. Boundaries in relationships can be difficult. If you question your professional boundaries with an offender or feel uncomfortable with his/her actions or advances toward you, talk to another person you respect and/or bring this matter to the attention of a DOC employee before it gets out of control.

Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender

Some Other Things to Consider:

Amorous or sexual relationships with an offender are seldom a secret. Such behavior will subject you to disrespect and manipulation from other offenders that may be aware of your situation. Once in a relationship, professional judgment becomes clouded and the normal defenses that exist to protect you will be compromised. When acting on emotions, you may take actions that would otherwise be considered inappropriate in a correctional environment (either in custody or in the community).

Amorous or sexual relationships are inappropriate and illegal when they occur between an offender and any staff member, contractor, vendor or volunteer. Offenders depend upon staff to provide for their board and care, ensure their safety, address their health care needs, supervise their work and conduct, and act as role models for socially acceptable conduct. Your conduct and the decisions you make reflect not only on your own reputation, but also on that of your peers and the agency you represent.

How to Maintain Appropriate Boundaries:

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with offenders
- Do not share your own or other staff person's personal information with or around offenders
- When speaking to offenders about other staff, refer to the staff by their title or as Ms. or Mr.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment.

A Duty to Report

Staff must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by staff compromises the security and safety of the agency. Staff that fail to report such behavior will be held accountable and sanctioned through dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member.

I HAVE READ AND UNDERSTAND THE INFORMATION PROVIDED IN THIS DOCUMENT.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

ORGANIZATION / COMPANY _____

PROGRAM NAME: _____

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Zero Dollars and Zero Cents (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
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- .6 Specifications

Section	Title	Date	Pages
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- .7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
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[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

SECTION 01 31 20
PAYROLL REPORTS

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 schedules and reports required for proper performance of the Work, including:
 - 1. State of Delaware Payroll Reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
 - 2. Division 01 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

1.4 PAYROLL REPORTS

- A. State of Delaware Payroll Reports: As required by the State of Delaware, Section 6960, Title 29, of the Delaware Code, payroll wages shall be reported weekly to the Delaware Department of Labor, Division of Industrial Affairs, 4425 North Market Street, Wilmington, DE 19802, phone 302-761-8200. Forms shall be available at the above address. A sample copy of the form is attached under contract forms, State of Delaware Payroll Report.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

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SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

1.2 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.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. 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 as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. 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.
- F. 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.
- G. 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.

1.3 SUBMITTALS

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit **3** copies of report.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of **75%** 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. Acoustical ceiling tiles
 - 2. Asphalt
 - 3. Asphalt shingles
 - 4. Cardboard packaging
 - 5. Carpet and carpet pad
 - 6. Concrete
 - 7. Drywall
 - 8. Fluorescent lights 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. Wood
 - 16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.5 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. 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.
- C. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
 - 1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's superintendent
 - d. Major subcontractors

- e. Waste Management Coordinator
 - f. Other concerned parties.
2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
 3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.
- 1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:
- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
 - B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
 - C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should 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 material, 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.

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.

END OF SECTION

WASTE MANAGEMENT PROGRESS REPORT				
MATERIAL CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights 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)	