



PROJECT MANUAL

ISSUE FOR BID



State of Delaware / Department of Correction

BUILDING HEATING BOILER & DOMESTIC HOT WATER GENERATION SYSTEM REPLACEMENT

HERRON DORMITORY & MAIN ADMINISTRATION BUILDING

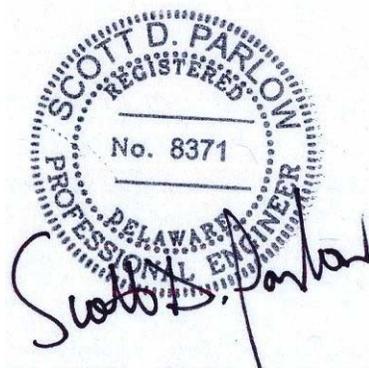
PLUMMER COMMUNITY CORRECTIONS CENTER WILMINGTON, DELAWARE

New Castle County, Delaware



200-26912-15002 / MC3806000005

NOT FOR CONSTRUCTION



240 Continental Drive, Suite 200
Newark, DE 19713

12 JUNE 2015

**BUILDING HEATING BOILER
&
DOMESTIC HOT WATER GENERATION SYSTEM REPLACEMENT**

**PLUMMER COMMUNITY CORRECTIONS CENTER
HERRON DORMITORY & MAIN ADMINISTRATION BUILDING
38 TODDS LANE
WILMINGTON, DE 19802**

DELAWARE DEPARTMENT OF CORRECTION

PROJECT TEAM

OWNER'S REPRESENTATIVE: State of Delaware
Office of Management and Budget
Division of Facilities Management
Thomas Collins Building, 3rd Floor, Suite 1
540 S. DuPont Highway
Dover, DE 19901

OWNER: Delaware Department of Correction
Central Administration Building
245 McKee Rd.
Dover, DE 19904

ARCHITECT/ENGINEER: Tetra Tech Inc.
240 Continental Drive
Suite 200
Newark, DE 19713
Phone: 302-738-7551 Fax: 302-454-5989

90% Final Design Review

22 May 2015

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INVITATION TO BID

(PLACEHOLDER – TO BE PROVIDED BY DFM)

Sealed bids for OMB/DFM Contract No. MC3806000005 will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, at the DFM Reception Area, Suite 100, 3rd Floor, Thomas Collins Building, 540 South Dupont Highway, Dover, Delaware 19901, until _____ local time on _____, 20__, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project description includes: _____

Attention is called to construction schedule as detailed in the Bid Documents

A **MANDATORY** Pre-Bid Meeting will be held on _____, 20__, at _____ at the _____ 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 Division of Facilities Management. The outer envelope should clearly indicate: "**OMB/DFM CONTRACT NO. MC3806000005 - SEALED BID - DO NOT OPEN.**"

Contract documents may be obtained at the office of Tetra Tech, Inc., 240 Continental Drive, Suite 200, Newark, DE 19713 upon receipt of \$100.00 per set non-refundable. Checks are to be made payable to Tetra Tech.

Construction documents will be available for review at the following locations: Office of the Architect / Engineer, Tetra Tech, 240 Continental Drive, Newark, DE 19713.

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women-Owned Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award. 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.

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

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2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

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

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

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

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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.

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- 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 Addendum 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.

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- 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.
- 4.2 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, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that

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employees are treated during employment, without regard to their race, creed, color, sex 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, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000 and \$100,000 for new construction, 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 prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

4.5.3 The employer shall pay all mechanics and laborers 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.

4.5.4 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.

4.5.5 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.

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- 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 any 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.

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

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.

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

- 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. Bonus 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 and Bond, 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.

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

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

NOT FOR CONSTRUCTION

SECTION 00 22 13 - ADDITIONAL INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. The provisions of Division 00 herein shall govern in any conflict between Division 00 and other provisions of this Project Manual.

1.2 QUALIFICATION OF BIDDERS

- A. The Prime Contractor for this project shall be either a HVAC/Mechanical, Plumbing, Electrical or General Contractor whose qualifications and reputation are satisfactory to the Owner and Engineer.
- B. The Prime Contractor shall be a Contractor who holds either a HVAC/Mechanical, Plumbing, General, or Electrical license in New Castle County, the City of Wilmington, Delaware and the State of Delaware at the time that bids are taken for this project.
- C. The Prime Contractor shall perform at least 10% of the total contract with their own forces, exclusive of general condition items, the purchasing of equipment or material, administrative costs, overhead and profit.

1.3 DEFINITIONS

- A. OWNER'S REPRESENTATIVE as defined herein is the Office of Management and Budget, Division of Facilities Management, Thomas Collins Building, 540 S. Dupont Highway, Suite 1, Dover, DE 19901. Contract related questions shall be directed to Dean Seely, OMB/DFM Construction Project Manager at the address above.
- B. OWNER as defined herein is Delaware Department of Correction; Central Administration Building, 245 McKee Road, Dover, DE 19901.
- C. ARCHITECT/ENGINEER as defined wherever in Project Manual is Tetra Tech Inc., 240 Continental Drive, Suite 200, Newark, DE 19713. Telephone: 302-738-7551, Fax 302-454-5989, or email: Project Manager scott.parlow@tetrattech.com

1.4 BID FORM

- A. All names must be typed or printed below the signature.
- B. The Bid shall contain an acknowledgment of receipt of all Addenda by number and date.

1.5 CONTRACT TIME

- A. The timing of work to be performed under this contract is critical and set forth in detail in the Contract Documents.
- B. It is estimated that project will take up to three (3) months to complete.

1.6 REPRESENTATION OF BIDDERS

- A. Before submitting their Bid, each Bidder shall thoroughly review Contract Documents prior to visiting site, take Contract Documents to site during scheduled building tour, and thoroughly explore, to any extent necessary, existing conditions as relating to fulfilling the requirements of this Contract.
- B. Bidders requiring access to each facility must make prior arrangements through J. Dean Seely (joseph.seely@state.de.us) and be prepared to identify themselves satisfactorily (picture ID) before obtaining access.
- C. If discrepancies are noted between requirements of Contract Documents and existing conditions or ambiguity, inconsistency or error are determined in Contract Documents, Bidder shall so indicate to Engineer prior to seven (7) days before Bid Date and clarification will be issued in the form of Addenda.
- D. The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of Representation of Bidders Article and that their bid is based upon the contents of the Contract Documents without exception.

1.7 INTERPRETATIONS

- A. All questions about the meaning or intent of the Contract Documents or requests for substitutions shall be submitted to the Engineer in writing and shall be in Architect/Engineer's office seven (7) days before Bid Date.
- B. Replies will be in the form of numbered and dated Addenda mailed or delivered to all parties recorded by Engineer and having received the Contract Documents.
- C. Only the contents of formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal validity.
- D. Prior to submitting their bid, each Bidder shall ascertain that they have received all Addenda issued and shall acknowledge receipt in their bid.

1.8 SUBSTITUTIONS

- A. Bids shall be submitted only on the basis of materials, products or equipment specified in the specifications, on the drawings, or as named by Addendum issued prior to bid date and pursuant to requests for approval.
- B. Materials, products or equipment specified in these specifications or on the drawings, are specified for the purpose of establishing a standard of quality, cost, design and function. It is not the intent to limit the acceptance of materials, products or equipment specified but rather to name or describe a material, product or piece of equipment as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved substitute" or "or equivalent equal", they shall be subject to equals only as approved by the Engineer prior to the date for receipt of bids.

- C. No substitutions shall be considered unless written requests are submitted to the Engineer for approval ten (10) days prior to the date for receipt of bids. Such requests shall be from a Prime Contractor and shall include a complete description of the proposed substitute, documentary proof of equal or superior quality, drawings or catalog cuts clearly marking the models or lines, sample of materials, performance and test data, jobs completed locally within the past five years and any other data or information necessary for a complete evaluation.
- D. Approved substitutions will be set forth by Addenda to alert all bidders.
- E. The contract documents have been prepared to provide for the incorporation of at least one of the specified items or assemblies of every category of materials, products or pieces of equipment. In the event that incorporation of a substituted item or assembly into the work will require revisions or additions to the contractual requirements of the Prime Contractor or any of their Sub-Contractors, the Prime Contractor or Sub-Contractor electing to use such item or assembly shall bear the cost of such revisions or additions to the work of all trades at no change in the contract sum.
- F. If no prospective bidder has elected to obtain approval by the means described above, the Owner has no obligation, after award of contract, to consider any brand other than those named in the contract documents.
- G. A substitution submitted by a Contractor or Sub-Contractor after the award of contract, for reason that a product is not available, will not be permitted unless proof is submitted that a firm order was placed within 30 days after Notice of Award to the Prime Contractor. If an order was placed as stated, and the product is not available, the Contractor shall have the substitute product approved by the Owner and Architect/Engineer.

1.9 WAGE RATES

- A. The schedule of prevailing wage rates is included in the Contract Documents under Section 00 73 46.

1.10 START OF WORK

- A. The time of completion of this Contract has been established on the basis that the Contractor shall start work within ten (10) days following receipt of an official State of Delaware Purchase Order and it is agreed that work shall accordingly be commenced on that day.
- B. Actual start date in the field will be determined by the Delaware Department of Correction.

1.11 TABLES OF CONTENTS

- A. TABLE OF CONTENTS are included with this Project Manual for reference only and are not part thereof.
- B. The Engineer does not guarantee the accuracy of the Table of Contents or the inclusion or exclusion of any category of the work.

- C. In case of discrepancy between Table of Contents and the documents bound herein, the bound documents will govern.

1.12 COST OF CONTRACT DOCUMENTS

- A. Refer to ADVERTISEMENT FOR BIDS herein.
- B. Documents may be obtained at the offices of the Architect/Engineer Tetra Tech Inc., 240 Continental Drive, Suite 200, Newark, DE 19713, upon payment of a non-refundable deposit of \$100.00. Checks shall be made payable Tetra Tech, Inc.
- C. Documents may be examined at the offices of the Architect/Engineer, Tetra Tech Inc., 240 Continental Drive, Suite 200, Newark, DE 19713.

END OF SECTION 00 22 13a

NOT FOR CONSTRUCTION

BUILDING HEATING BOILER & DOMESTIC HOT WATER GENERATION SYSTEM REPLACEMENT

**PLUMMER COMMUNITY CORRECTIONS CENTER
HERRON DORMITORY & MAIN ADMINISTRATION BUILDING
38 TODDS LANE
WILMINGTON, DE 19802**

**DELAWARE DEPARTMENT OF CORRECTION
OMB/DFM/DOC CONTRACT No. MC3806000005**

BID FORM

For Bids Due: _____ (DATE) _____

To: State of Delaware
Office of Management and Budget/
Division of Facilities Management
Thomas Collins Building, 3rd Floor, Suite 1
540 S. DuPont Highway, Dover, DE 19901
Phone: 302-739-6644 Fax: 302-739-6148

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

PROJECT BASE BID

Description: Replacement of existing Building Heating Boiler & Domestic Hot Water Generation System.

\$ _____

BUILDING HEATING BOILER & DOMESTIC HOT WATER GENERATION SYSTEM REPLACEMENT

**PLUMMER COMMUNITY CORRECTIONS CENTER
HERRON DORMITORY & MAIN ADMINISTRATION BUILDING
38 TODDS LANE
WILMINGTON, DE 19802**

**DELAWARE DEPARTMENT OF CORRECTION
OMB/DFM/DOC CONTRACT No. MC3806000005**

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: _____

(SEAL)

(Authorized Signature)

(Title)

Date: _____

HERRON DORMITORY & MAIN ADMINISTRATION BUILDING - PCCC
BUILDING BOILER & DHW GENERATION SYSTEM REPLACEMENT

200-26912-15002
MC3806000005

BUILDING HEATING BOILER & DOMESTIC HOT WATER GENERATION SYSTEM REPLACEMENT

**PLUMMER COMMUNITY CORRECTIONS CENTER
HERRON DORMITORY & MAIN ADMINISTRATION BUILDING
38 TODDS LANE
WILMINGTON, DE 19802**

**DELAWARE DEPARTMENT OF CORRECTION
OMB/DFM/DOC CONTRACT No. MC3806000005**

BID FORM

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Bid Security
State of Delaware Business License
(Others as Required by Project Manuals)

NOT FOR CONSTRUCTION

BUILDING HEATING BOILER & DOMESTIC HOT WATER GENERATION SYSTEM REPLACEMENT

**PLUMMER COMMUNITY CORRECTIONS CENTER
HERRON DORMITORY & MAIN ADMINISTRATION BUILDING
38 TODDS LANE
WILMINGTON, DE 19802**

**DELAWARE DEPARTMENT OF CORRECTION
OMB/DFM/DOC CONTRACT No. MC3806000005**

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.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Mechanical/Plumbing	_____	_____	_____
2. Electrical	_____	_____	_____
3. Testing, Adjusting & Balancing	_____	_____	_____
4. Insulation	_____	_____	_____
5. DDC/ATC Controls	_____	_____	_____
6. Testing, Adjusting & Balancing	_____	_____	_____

NOT FOR CONSTRUCTION

BUILDING HEATING BOILER & DOMESTIC HOT WATER GENERATION SYSTEM REPLACEMENT

**PLUMMER COMMUNITY CORRECTIONS CENTER
HERRON DORMITORY & MAIN ADMINISTRATION BUILDING
38 TODDS LANE
WILMINGTON, DE 19802**

**DELAWARE DEPARTMENT OF CORRECTION
OMB/DFM/DOC CONTRACT No. MC3806000005**

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 Management and Budget, Division of Facilities Management.

All the terms and conditions of OMB/DFM Contract No.: MC3806000005 have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____ . NOTARY PUBLIC _____

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

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** of _____ (Company Name) _____ 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 State of Delaware Office of Management and Budget 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 bounden **Principal** who has submitted to the State of Delaware Office of Management and Budget 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 State of Delaware Office of Management and Budget 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

00 52 13 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Standard Form of Agreement Between Owner and Contractor is as stated in the American Institute of Architects Document AIA A101 (2007 Edition) entitled Standard Form of Agreement Between Owner and Contractor and is part of this project manual as if herein written in full.

Copies of the Document are available through the A/E.

A draft copy of this document is included herein as follows

NOT FOR CONSTRUCTION

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. MC3806000005 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:

NOT FOR CONSTRUCTION

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. MC380600005 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, subcontracting 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:

NOT FOR CONSTRUCTION

00 62 76 APPLICATION AND CERTIFICATE FOR PAYMENT

The Application and Certificate for Payment is as stated in the American Institute of Architects Document AIA G702 (1992 Edition) entitled Application and Certificate for Payment and is part of this project manual as if herein written in full.

Copies of the Document are available through the A/E.

A draft copy of this document is included herein as follows.

NOT FOR CONSTRUCTION

Application and Certificate for Payment

TO OWNER: FROM CONTRACTOR:	PROJECT: VIA ARCHITECT:	APPLICATION NO: PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS. / /	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
---	--	---	---

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 \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. _____ % of Completed Work
(Column D + E on G703) \$ _____
 - b. _____ % of Stored Material
(Column F on G703) \$ _____
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this Month	\$ _____	\$ _____
TOTALS	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

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:
 By: _____ Date: _____
 State of: _____
 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 \$ _____
 (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:
 By: _____ 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[®]

Document G701[™] – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER:	OWNER: <input type="checkbox"/>
	DATE:	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATE:	FIELD: <input type="checkbox"/>
	CONTRACT FOR:	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be by () days.		
The date of Substantial Completion as of the date of this Change Order therefore is		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ ADDRESS	_____ ADDRESS	_____ ADDRESS
_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>
_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>
_____ DATE	_____ DATE	_____ DATE

NOT FOR CONSTRUCTION



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):

PROJECT NUMBER: /
CONTRACT FOR:
CONTRACT DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address):

TO CONTRACTOR:
(Name and address):

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATED:

SURETY:

OTHER:

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR: *(Name and address)*

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATED:	SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO: CONTRACTOR: *(Name and address)*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA[®]

Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

NOT FOR CONSTRUCTION



AIA[®]

Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT (Name and address):

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:

OWNER:

ARCHITECT:

OWNER (Name and address):

DATE OF ISSUANCE:

CONSULTANT:

CONTRACTOR:

CONTRACT FOR:

FIELD:

FROM ARCHITECT (Name and
address):

CONTRACT DATE:

OTHER:

TO CONTRACTOR (Name and
address):

ARCHITECT'S PROJECT NUMBER:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:

(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:

(Signature)

(Printed name and title)

NOT FOR CONSTRUCTION



AIA® Document G714™ – 2001

Construction Change Directive

PROJECT: *(Name and address)*

DIRECTIVE NUMBER:

OWNER:

DATE:

ARCHITECT:

CONTRACT FOR:

CONSULTANT:

TO CONTRACTOR: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

ARCHITECT'S PROJECT NUMBER:

FIELD:

OTHER:

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- Lump Sum of \$
- Unit Price of \$ per
- As provided in Section 7.3.3 of AIA Document A201-1997
- As follows:

2. The Contract Time is proposed to . The proposed adjustment, if any, is .

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

ADDRESS

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

SECTION 00 72 13 – GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

Copies of the Document are available through the Owner.

A draft copy of this document is included herein as follows

NOT FOR CONSTRUCTION

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

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

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STATE OF DELAWARE

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ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence 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 Paragraph:

1.1.2 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.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

Delete Paragraph 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.

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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.”

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“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.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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. 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

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Add the Following Paragraphs:

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 General Contractor/Construction Manager 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 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 Paragraphs:

3.5.1 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 guarantee.

3.5.2 Defects appearing during the period of guarantee 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 guarantee will have elapsed.

3.5.3 In addition to the General Guarantee there are other guarantees 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 guarantees will commence at the same time as the General Guarantee.

3.5.4 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.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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.

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3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible 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 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the first sentence of the paragraph, insert "indemnify" between "shall" and "hold".

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 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.

Delete the second sentence of Paragraph 4.2.7 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 Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.13 "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

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 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.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

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6.2 MUTUAL RESPONSIBILITY

6.2.3 In the second sentence, strike the word "shall" and insert the word "may".

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

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 "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

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.

Delete Paragraph 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 Paragraph 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 Paragraph:

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 Paragraphs:

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- 9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.
- 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% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 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.

Add the following Paragraphs:

- 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 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

Delete Paragraph 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.

9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 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."

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9.8.5 In the second sentence, strike "shall" and insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1.1.1 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/trails etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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 these 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.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

10.5 Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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Delete Paragraph 11.3 in its entirety and replace with the following:

11.3 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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 defective work and that required under contract including any damage to the structure.

12.2.2.1 Strike "one" and insert "two".

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.5 In second sentence, strike "one" and insert "two".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike "except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

13.6 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." Insert "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month."

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

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13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.8.1 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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 Throughout the Paragraph strike "21" and insert "45".

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

15.2.5 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 other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

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15.3 MEDIATION

15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Strike "binding dispute resolution" and insert "remedies at law and in equity".

15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS 00 73 13

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SECTION 00 73-14 - ADDITIONAL SUPPLEMENTAL GENERAL CONDITIONS

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction, AIA Document A201, 1997 edition, Articles 1 through 14 inclusive, is part of this contract and is bound herewith.
- B. References to Articles herein are to AIA Document A201.

1.2 SUPPLEMENTARY CONDITIONS

- A. The following provisions modify, change, delete from or add to AIA Document A201. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these provisions, the unaltered provisions of that article, paragraph, sub-paragraph or clause shall remain in effect.

1.3 REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

- A. Certain provisions of Division 1, GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.
- B. Articles affected are cross references in the various sections of Division 1.
- C. Throughout the entire document, wherever "Architect" is stated, read "Engineer".

1.4 ARTICLE 1 - CONTRACT DOCUMENTS

- A. Paragraph 1.1 - Basic Definitions

Add the following subparagraph:

1.1.8 Terms and Definitions

The following definitions apply to the terms listed below as used on the Drawings and in the Project Manual.

Approved: Accepted by the Engineer or authority enforcing standards.

Described: Refer to Project Manual.

Specified: Refer to Project Manual.

Shown: Refer to Drawings.

1.5 ARTICLE 3 - CONTRACTOR

A. Paragraph 3.4 - Labor and Materials

Subparagraph 3.4.1 - Add the following sentence:

Refer to Division 1 for detailed requirements concerning Temporary Facilities and Equipment.

Subparagraph 3.4.2 - Add the following sentence:

Refer specifically to Division 1 for detailed procedures regarding substitutions of material and/or equipment.

B. Paragraph 3.7 - Permits, Fees and Notices

Add the following:

3.7.5 Where local law at the site of the building requires a Certificate of Occupancy, the Contractor shall obtain and pay for this Certificate and deliver it to the Owner.

1.6 ARTICLE 5 - SUBCONTRACTORS

A. Paragraph 5.2 - Award of Subcontracts and Other Contracts for Portions of the Work.

Add the following subparagraphs:

5.2.6 For Public Works Contracts, the Contractor shall not subcontract, sublet, sell, transfer, work or materials to an organization other than their own...without written permission from the State. In case such permission is given, the Contractor will be permitted to subcontract or sublet a portion thereof but shall perform with their own organization, work amounting to not less than ten percent (10%) of the total contract bid price, exclusive of General Condition Items, Overhead, and Profit.

1.7 ARTICLE 8 - TIME

A. Paragraph 8.1.2

Add the following:

The Contractor shall begin work within ten (10) days following receipt of an Official Purchase Order issued by the State of Delaware.

1.8 ARTICLE 11 - INSURANCE

A. Paragraph 11.5 - Performance Bond and Payment Bond

Add the following subparagraphs:

11.5.3 Prior to delivery of the executed contract, the Contractor must deliver to the Owner an executed performance bond in the amount of 100% of the accepted bid as security

for the faithful performance of their contract and include the one year guarantee; and an executed labor and material payment bond in the amount of 100% of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection therewith and conditioned that the Contractor shall well and faithfully pay all daily labor employed by their firm for this contract in full once each week. Performance and payment bond may be in a combined form. The bonding company's standard forms are acceptable provided all coverage requirements are included. Consent of Surety must be included.

- 11.5.4 Bonds are to be in favor of the Owner and shall be paid for by the Contractor and furnished by a surety company licensed in the State of Delaware. The Owner has the right to demand proof that the parties signing the bonds are duly authorized to do so.

1.9 ARTICLE 15 - PREFERENCE FOR DELAWARE LABOR

- A. 15.1 The Contractor shall comply with the following provisions of **Delaware Code**, Title 29, Chapter 69, Section 6962:

In the construction of all public works for the State or any political subdivision or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen 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. Each Public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company, or corporation who violates this Section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

- 15.2 **Preference for Delaware Labor:** Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the State of Delaware in which either:
1. The single contract or subcontract totals \$20,000 or more; or
 2. The contract or sub-contract is a "cost-plus" contract whose estimated cost - and - profit totals \$20,000 or more; or
 3. The aggregate of two or more contracts or subcontracts in a calendar year totals \$20,000 or more.

The Division of Revenue will accept cash bonds, which may be paid by check on contracts not exceeding \$100,000.

The Contractor's bond shall be filed before construction commences on any contract upon which a bond is required, pursuant to Title 30 **Delaware Code** Chapter 375 as outlined above.

For licensing requirements, penalties, definitions, information filing and other requirements, bidders shall refer to Technical Information Memorandum 86-10 and

Code Sections 375, 2501 and 2503. For additional information, contact 1-800-292-7826.

1.10 ARTICLE 16 - LICENSE, TAX AND STATE LAW REQUIREMENTS

- A. 16.1 In the performance of this Contract the successful bidder is required to comply with all applicable Federal, State and Local laws, ordinances, codes and regulations. The cost of permits, insurance, taxes and other relevant costs required in the performance of the Contract shall be borne by the successful bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The Contractor shall furnish upon request any or all of the referenced items.
- B. 16.2 All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in the Delaware Code Title 30, Chapter §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site (s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of \$50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such a license compliance shall be as determined by the Owner or their designee.
- C. 16.3 All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 Chapter 6962 prior to submitting a bid.

1.11 ARTICLE 19 - INDEMNIFICATION BY THE CONTRACTOR AND SUBCONTRACTORS

- A. 19.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Architect, the Consulting Engineers and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the INDEMNIFICATION BY CONTRACTOR Article.
- 19.1.2 In any and all claims against the Owner, the Architect, and Consulting Engineers or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone

for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

- 19.1.3.4 The obligations of the Contractor shall not extend to the liability of the Architect, the Consulting Engineers or their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, the Consulting Engineers or their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

19.2 **INDEMNIFICATION BY THE SUBCONTRACTORS**

- 19.2.1 Contractor hereby covenants and agrees that it will include the following provisions in all subcontracts entered into by the contractor for performance of any and all portions of the work on the project.

(1) To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, the Architect, the Consulting Engineers and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Subcontractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in the INDEMNIFICATION BY THE SUBCONTRACTORS Article.

- a. In any and all claims against the Owner, the Architect, the Consulting Engineers or any of their agents or employees by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.
- b. The obligation of the Subcontractor under this Article shall not extend to the liability of the Architect, the Consulting Engineers, their agents or employees, arising out of (1) the preparation of

approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving of or the failure to give direction of instructions by the Architect, the Consulting Engineers, their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

END OF SECTION 00 73 14

NOT FOR CONSTRUCTION

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

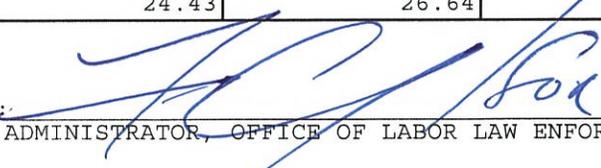
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	39.67	33.22	48.83
BRICKLAYERS	49.39	49.39	49.39
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	69.27	79.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	63.60	63.60	37.29
ELEVATOR CONSTRUCTORS	80.31	40.93	30.55
GLAZIERS	67.35	67.35	20.15
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	60.12
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	47.17	65.23	51.80
PAINTERS	43.04	44.94	44.94
PILEDRIVERS	71.17	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	62.20	36.66	54.49
POWER EQUIPMENT OPERATORS	43.88	58.31	24.13
ROOFERS-COMPOSITION	21.82	20.45	17.63
ROOFERS-SHINGLE/SLATE/TILE	17.59	13.72	14.10
SHEET METAL WORKERS	47.05	64.16	64.16
SOFT FLOOR LAYERS	48.57	48.57	48.57
SPRINKLER FITTERS	53.52	53.52	53.52
TERRAZZO/MARBLE/TILE FNRS	54.11	52.50	45.45
TERRAZZO/MARBLE/TILE STRS	62.13	60.28	52.63
TRUCK DRIVERS	24.43	26.64	20.03

CERTIFIED: 5/23/15

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

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

PROJECT: Herron Building Heating Boiler and Domestic HW Generation System Replacement, New Castle County

GENERAL REQUIREMENTS

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

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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 on a material purchase 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, color, sex 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, color, sex 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, color, sex 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.

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- 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.

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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 included therein. 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 material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (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 require, 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 guarantee 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

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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 doctrine 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

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- 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.

5.2 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

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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 direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

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

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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 subcontractor's 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

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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 Contractors' 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.

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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:

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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.

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11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not 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.

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- 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

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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 Delaware Archaeological Board 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 in the State Museum.

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.

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- 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

NOT FOR CONSTRUCTION

SECTION 00 82 13 - ADDITIONAL GENERAL CONTRACTING REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. APPLICABLE PROVISIONS of the entire Project Manual including Addenda shall govern this Section as fully as if repeated herein.

1.2 BIDDING AND CONTRACT DOCUMENTS

- A. Reference to specific sections of Bidding and Contract Documents further herein will be by Section number only.

1.3 WORK INCLUDED

- A. Briefly, and without force, it is the intent of this Project Manual and of the accompanying drawings that this Contractor shall provide the following:
 1. Replacement of existing electric domestic hot water heaters and the boiler-fed domestic hot water storage tank.
 2. Install new high efficiency gas-fired domestic hot water heating boilers and storage tanks.

1.4 WORK NOT INCLUDED

- A. Asbestos Material: If material is encountered which may contain asbestos and must be disturbed, do not touch the material. Notify the Asbestos Section of the Division of Facilities Management in writing. Within fourteen (14) calendar days, the Division of Facilities Management will perform laboratory tests to determine if there is asbestos. If asbestos is not a danger, the Contractor will be directed to proceed without change. If the material is asbestos and must be handled, the Division of Facilities Management will direct a change.

1.5 SECURITY

- A. All wall openings must be secured and weather-proofed at the end of each work day.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 1. All employees on the work and other persons who may be affected thereby.
 2. All work, materials and equipment to be incorporated therein.
 3. Other property at the site or adjacent thereto.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to

protect them from damage, injury or loss. All damage or loss to any property or building materials shall be remedied by the Contractor no matter how such damage or loss is caused.

1.6 MAJOR SUB-CONTRACTORS

- A. Refer to the Bid Form for the listing of Sub-Contractors and Addresses.
- B. For simplicity, all sub-contracts and sub-contractors will be referred to further herein as Contracts and Contractors respectively.

1.7 DRAWINGS AND SPECIFICATIONS

- A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.
- B. Any apparatus, machinery, small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installations in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the Prime Contractor or any sub-contractor.
- C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
- D. Any work called for in the specifications but not mentioned or shown on the drawings, or called for in the drawings but not mentioned in the specifications, shall be provided as though called for in both.
- E. When any device or part of equipment is referred to herein in the singular number, such as "the pump", such reference shall be deemed to apply to as many such devices as required to complete the installation.
- F. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

1.8 CONTINUITY OF SERVICES

- A. Continuous operation of basic services of these facilities during the construction is mandatory. This specifically includes space heating, steam and condensate piping, telephone, storm sewer, domestic hot and cold water services, electrical services, fire alarm, and all security systems.
- B. No action shall be taken by these Contractors that will interrupt any of the existing building services or systems unless previous arrangements have been made five (5) days in advance with the Owner or an authorized representative.

- C. Should any Contractor inadvertently interrupt any service, they shall immediately furnish all labor, including overtime, material and equipment necessary for prompt restoration of such service and/or system at no additional cost to the Owner.

1.9 METHOD OF PROCEDURE

- A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative location of all material, equipment and systems.
- B. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturer's instructions and best practices.
- C. Each Contractor shall erect all parts of equipment to be furnished by them under their contract at such time and in such manner as not to delay or interfere with other Contractors on the job.
- D. All piping and conduit shall be plugged as required during construction to prevent entrance of dirt and other foreign objects.
- E. Before material is ordered or any work performed, each Contractor shall verify all measurements, including lines, grades, pipes, and conduit work elevations at the building and shall be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimension and measurements and those indicated in the Contract Drawings. Any discrepancies discovered shall be submitted to the Engineer for consideration before proceeding with the work.
- F. Each Contractor shall lay out their work and be responsible for the establishment of heights, grades, etc., for all interior piping, and conduit, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment shall be relocated without cost to the Owner, as directed by the Engineer, regardless of which equipment was installed first.
- G. Each Contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid any damage of the work of other Contractors, as each Contractor will be held financially responsible for all such injury caused by the lack of precaution and due to negligence on the part of their workers.
- H. All piping, conduit and other mechanical and electrical materials and equipment mounted below ceilings are to be kept as close to ceiling as possible unless otherwise noted.

1.10 RESPONSIBILITY FOR DAMAGE AND CARE OF STATE PROPERTY

- A. The Contractor in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by them, their subcontractors or employees, or other persons engaged in the performance of the Contract.
- B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of

workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

- C. Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which they or anyone working under his direction is responsible.

1.11 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new and shall conform to the grade, quality and standards specified herein.
- B. All equipment offered under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids.
- C. Items such as valves, motors, starting equipment, vibration isolating devices, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.
- D. Equipment shall be installed in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. The Contractors shall obtain these instructions which will be considered part of these specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purposes intended.

1.12 FASTENINGS AND CLAMPS

- A. Bolts with expansion shields shall not be used as anchor bolts.
- B. All fastenings, clamps and anchors shall be of type made for purpose intended, as follows:
 - 1. Toggle or flat plates in fill with machine screw/bolt fastenings for pre-cast concrete or lath and plaster.
 - 2. Metal expansion shields and machine screws for solid masonry.
 - 3. Lag screws or bolts for wood or material of similar fibrous nature.
 - 4. Screws with wooden or plastic plugs or lead caulking anchors are not acceptable.

1.13 CLEANING

- A. Each Contractor and/or Sub-Contractor who is responsible for execution of individual sections of work shall be responsible for the following:
 - 1. Removal of all lumber, refuse, metal, piping and debris resulting from their work to an on-site location as determined by the Prime Contractor.
 - 2. Cleaning drippings resulting from their work, etc., from finished work of other trades.
 - 3. Cleaning, polishing, waxing of their work as required.
- B. After testing and acceptance by the Engineer, each Contractor shall thoroughly clean all material and equipment involved in their Contract to the satisfaction of the Engineer.

1.14 PROTECTION

- A. Exercise every precaution to exclude dust, dirt and all other foreign materials from rooms during construction.
- B. All piping, materials and accessories having finish polished chrome plated surfaces and machine, finished or unpainted surfaces of equipment furnished under these specifications shall be given a thick coat of a neutral protection grease and carefully covered with thick cloth or heavy building paper held securely in place to protect the finish against damage during the entire period of construction.
- C. All openings in pipes, fittings, conduit, and all other materials shall be effectively sealed to exclude dirt, sand and other foreign materials.
- D. Exercise every precaution to exclude dust, dirt, and all other foreign materials from switchgear rooms, relays, meters and transformer and mechanical equipment rooms during construction. All relays, meters and mechanical equipment contained with electrical components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles.

1.15 EQUIPMENT DEVIATIONS

- A. Refer to SUBSTITUTIONS Article of Section 00 21 13
- B. Where Prime or Sub-Contractors propose to use an item of equipment other than that specified as the standard of design and construction or detailed on drawings, the provisions of this referenced article shall apply.
- C. Where such approved deviation requires any changes of the structure, partitions, foundations, piping, wiring, or any other part of the Mechanical, Electrical or General Construction Design Documents, all re-design and any new drawings and detailing required therefore, shall with the approval of the Engineer, be prepared and executed by the Contractor at their own expense.
- D. All alternate and/or substitute prices shall include the cost of all items affecting the work of all other trades.

1.16 GUARANTEE

- A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.
- B. Each Contractor shall unconditionally guarantee in writing all materials, equipment and workmanship for a period of two (2) years from date of acceptance by Owner. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and they shall also provide free service for all equipment and systems involved in their contract during this guarantee period.

- C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.
- D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.
- E. Guarantees furnished by Sub-Contractors and/or equipment manufacturers shall be countersigned by the related Contractor for joint and/or individual responsibility for subject item.
- F. Manufacturers' equipment guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

1.17 AS-BUILT DRAWINGS

- A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all piping, valves, equipment, conduits, feeders, outlets, access panels, controls, actuators, etc., including all invert elevations.
- B. Include all Addendum items, response to RFI's (field directives), change order items and underground obstructions.
- C. At project completion, obtain a clean set of prints and AutoCAD 2010/2014 CD'S from the Architect/Engineer. Make a set of reproducible. Neatly transfer all the recorded as-built information on to the reproducible and AutoCAD 2010/2014 CD.
- D. Provide five (5) prints of these reproducible, one (1) set for the State Archives, and one (1) set along with the reproducible themselves and AutoCAD 2010/2014 CD's to Owner. In addition, attach one (1) complete set of prints to each of the Operating and Maintenance Instructions.
- E. In cases where the Prime Contractor or Subcontractors are required to design and/or submit original shop drawing documents, prepared by the respective Contractors for submission to State Agencies (i.e.: sprinkler, fire alarm, etc.), each respective Contractor or Subcontractor shall revise their drawings accordingly and include all As-Built information, thereon. Submit As-Built in the same format, (i.e.: One (1) reproducible and three (3) prints) as with the project As-Built.

END OF SECTION 00 82 13

SECTION 01 10 00 – SUMMARY

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 the following:
 - 1. Work covered by the Contract Documents.
 - 2. Use of premises.
 - 3. Owner's occupancy requirements.

1.3. WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification:
 - 1. Project Title: Building Heating Boiler & Domestic Hot Water Generation System Replacement
 - a. Project Location: Plummer Community Corrections Center, Herron Dormitory & Main Administration Building, 38 Todds Lane, Wilmington, DE 19802
 - 2. Owner: State of Delaware, Department of Correction, 245 McKee Road, Dover, DE 19904.
 - 3. User Department: Capital Programs Administrator, State of Delaware Department of Correction, Department of Engineering & Facilities Maintenance, 245 McKee Road, Dover, DE 19904.
- B. Architect/Engineer: Tetra Tech, 240 Continental Dr., Suite 200, Newark, Delaware 19713-4307.
- C. The Work consists of the following:
 - 1. Replacement of existing electric domestic hot water heaters and the boiler-fed domestic hot water storage tank.
 - 2. Install new high efficiency gas-fired domestic hot water heating boilers and storage tanks.

1.4. TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5. OWNER-FURNISHED PRODUCTS OR SERVICES

A. Not Applicable.

1.6. USE OF PREMISES

A. Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project renovations.

1. Keep driveways and entrances serving the premises clear and available for the Owner's use at all times. Do not use these areas for parking or storage of materials, except as directed by the Owner's Representative.
2. Do not encumber the site with materials or equipment. Confine stockpiling of materials to the areas directed by the Owner's Representative. If storage is necessary, obtain and pay for such storage beyond the secure perimeter or off site.
3. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment when parked and unattended to prevent unauthorized use. Do not leave such vehicle or equipment unattended with the motor running or the ignition key in place.
4. Parking areas for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require its personnel to park in this designated area and not any area, which may interfere with the Owner's normal operations.
5. Subparagraph and associated subparagraphs below are examples of a special requirement appropriate to many projects. Revise to suit Project or delete.
6. Background checks will be completed on all employees performing the work on site. An advance notice of the employees must be submitted so that the background check can be completed prior to the start of the work.
7. Materials and toolboxes will be checked each time they are brought into and out of the secure perimeter and the facility. A list of each item in toolboxes, storage containers, etc., brought into the facility must be presented to the Owner's Representative at every occurrence. This list will be used as a check list when these items are removed from the facility. Materials and tools can be secured in the Contractor-supplied storage boxes, which can be located adjacent to the work area.
8. The Contractor may be requested to leave the site immediately or not enter in the event of an emergency situation.
9. The Contractor will be briefed informally the first day of work as to applicable protocols.
10. It is mandatory that the Contractor not interact with the inmates. Any interaction is grounds for dismissal.
11. There are restrictions as to the number of times the Contractor may enter / exit the site. It is highly recommended that these occurrences be kept to an absolute minimum. Lunch and all breaks shall occur at the job site. Persons entering and exiting and their tool boxes, materials, etc., will be searched and subjected to metal detection. The Contractor must expect and plan upon delays entering and exiting the facility.

1.7. PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall provide ample and approved provisions for the protection of any area, which may be considered a hazard for any persons and vehicles operating in the area. All hazards such as trenches, stored material, work areas, etc., shall be neatly barricaded and lighted.
1. The safeguard measures for this project shall comply, at a minimum, with all applicable sections of the Occupational, Health, and Safety Act, with the latest addenda.

1.8. OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building 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, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

NOT FOR CONSTRUCTION

SECTION 01 21 00 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowances.

1.3 CONTINGENCY ALLOWANCES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: A contingency allowance of \$10,000 shall be included in the base bid. This allowance is principally maintained for unforeseen existing materials such as loose electrical and data cabling that will need to be removed or reorganized.

END OF SECTION 01 21 00

NOT FOR CONSTRUCTION

SECTION 01 25 00 – CONTRACT MODIFICATIONS PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section “Allowances” for procedural requirements for handling and processing allowances.

1.3 MINOR CHANGES IN THE WORK

- A. The 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: The 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 the 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. Refer to procedures outlined in the *Supplementary Conditions* of the Contract.
- 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 to the Architect. Refer to Procedures outlined in the *Supplementary Conditions* of the Contract.

1.5 ALLOWANCES

- A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor’s handling, labor, and installation. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 31 00 – 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:

- 1. General project coordination procedures.
- 2. Coordination Drawings.
- 3. Administrative and supervisory personnel.
- 4. Project meetings.

- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

- C. Related Sections: The following Sections contain requirements that relate to this Section:

- 1. Division 01 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 other contractors 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 the Owner and separate contractors 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 the 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.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Refer to Division 26 Section "Basic Materials and Methods, Electrical" for specific Coordination Drawing requirements for mechanical and electrical installations.

- B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at the 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 the Project.

1. Post copies of list in the Project meeting room, in temporary field office, and by each temporary telephone.

1.5 PROJECT MEETINGS

- A. General: The Engineer/Architect will schedule and conduct meetings and conferences at the Project site, unless otherwise indicated.

1. Attendees: Both Engineer/Architect and the Contractor will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
2. Agenda: Engineer/Architect will prepare the meeting agenda and distribute the agenda to all invited attendees.
3. Minutes: Engineer/Architect will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including the Owner, within 3 days of the meeting.

- B. Preconstruction Conference: Engineer/Architect to schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Contractor, but no later than 15 days after execution of the Agreement. Hold the conference at the Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of the Owner, the Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
- C. Progress Meetings: Engineer/Architect will conduct progress meetings at bimonthly intervals. Coordinate dates of meetings with preparation of payment requests.
1. 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 the 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 the 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) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.

- 12) Quality and work standards.
 - 13) Change Orders.
 - 14) Documentation of information for payment requests.
2. Reporting: Engineer/Architect will distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

NOT FOR CONSTRUCTION

SECTION 01 31 13 – COORDINATION OF TRADES

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Applicable provisions of the entire Project Manual, including Addenda, shall govern this section as fully as if repeated herein.
- B. This section is for guidance only and does not relieve the Prime Contractor of the total responsibility for the proper completion of this work.

1.2 CUTTING AND PATCHING

- A. Refer to Section 01 73 29 Cutting & Patching.

1.3 ABANDONMENT, REMOVAL AND RELOCATION

- A. Prime Contractor and each Sub-Contractor shall perform all removal and relocation work related to their trade as required for installation of work installed for entire job and shall cooperate fully among themselves in these respects.
- B. Removals shown on drawings are a general indication only and may not necessarily indicate the full extent of removals which may be required to complete this work.
- C. The Prime Contractor shall seal all existing and resultant penetrations and voids and perform surface refinishing as required.
- D. Each Contractor shall provide, erect and maintain barricades, guards, bracing, shoring, etc. required for the protection of their workers, the occupants of the building and the General Public.
- E. During the course of this work, each Contractor shall, by means of canvasses, temporary partitions or otherwise as may seem expedient to them, protect the property and adjacent areas from damage, dirt and dust.
- F. All demolition work is subject to the direction and approval of the Owner and Engineer and shall be performed in such manner as not to interfere with the normal operation of the building involved.
- G. Where work under this contract interferes with the existing construction, piping, conduit, fixtures or equipment, remove the existing construction, piping, conduit or equipment and reroute to clear the obstruction providing additional piping and conduit, if necessary, of the same design and quality if the material, piping or conduit are to be continued in use.
- H. Disconnect and remove all accessible piping, conduit, ductwork, materials, fixtures and equipment not required in the new systems. Plug all outlets at the main or riser connection.

- I. Removed materials not desired by the Owner or not to be reset and not specified nor indicated to be reused, shall become the property of the Contractors and shall be promptly removed from the site. Refer to TRASH REMOVAL Article, Section 01 50 00.

END OF SECTION 01 31 13

NOT FOR CONSTRUCTION

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)

END OF SECTION 01 31 20

SECTION 01 32 00 – 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. Preliminary Construction Schedule.
- 2. Contractor's Construction Schedule.
- 3. Submittals Schedule.
- 4. Daily construction reports.
- 5. Material location reports.
- 6. Field condition reports.
- 7. Construction photographs.

- B. Related Sections include the following:

- 1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
- 2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
- 3. Division 01 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

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.
- 2. Predecessor activity is an activity that must be completed before a given activity can be started.

- 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 continuous chain of 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. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
- C. Contractor's Construction Schedule: Submit three printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.

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 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Schedule: Prepare Contractor's Construction Schedule using a bar graph.

PART 3 - EXECUTION (not used)

END OF SECTION 01 32 00

NOT FOR CONSTRUCTION

SECTION 01 33 00 – 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
 - 1. Process designated submittals for the Project electronically through designated email system.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Email System: A method to transmit certain electronic submittals between the Contractor, Architect/Engineer, and Owner, via email.
 - 1. For consistency, the standard file format will be PDF. Convert paper originals and other file formats to PDF prior to submission.
 - 2. In the event of system malfunction, submittals shall be processed in accordance with the Architect/Engineer's instructions, until the system malfunction has been corrected.
 - 3. For this Project, process the following submittal types through the designated email system:
 - a. Product Data.
 - b. Shop Drawings.
 - c. Product Schedules.
 - d. Qualification Data.

- e. Certificates (Welding, Installer, Manufacturer, Product, and Material, as applicable).
 - f. Test Reports (Material, Product, Preconstruction, Compatibility, and Field, as applicable).
 - g. Research Reports.
 - h. Warranty (sample).
 - i. Design Data, including calculations.
 - j. Coordination Drawings.
 - k. Delegated-Design Services Certifications.
4. For Samples, provide electronic submittal of Sample cover sheet, identifying location and actual delivery date of Samples. Deliver Samples to location (Architect/Engineer's office, Project site, etc.) as directed by the Architect/Engineer.
- a. Architect/Engineer will identify delivery location(s) after receipt and review of Contractor's Submittal Schedule.

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit a schedule of submittals indicating scheduled date for each submission. Factor time required for review, ordering, manufacturing, fabrication, and delivery when establishing submission dates. Include additional time required for making corrections or revisions to submittals noted by Architect/Engineer and additional time for handling and reviewing submittals required by those corrections.
1. Submit concurrently with the first complete submittal of Contractor's construction schedule.
 2. Format: Arrange the following information in a tabular format:
 - a. Specification Section number and title.
 - b. Submittal category: Action; informational.
 - c. Submittal type: Product Data, Shop Drawings, Samples, etc.
 - d. Description of the Work covered.
 - e. Scheduled date for first submittal.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. 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. Where indicated, submit all submittal items required for each Specification Section concurrently.
 3. 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/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow sufficient time for submittal review, including time for resubmittals. 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.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 1. Include a cover sheet on each submittal item for identification. Do not combine different submittals under same cover sheet; only one submittal is to be provided per email.
 - a. Cover Sheet: Use PDF version of sample form included in Project Manual. Complete each item on form, sign and date. Architect/Engineer will furnish PDF version of sample form.
 2. Name submittal file as directed by Architect/Engineer.
 3. Transmit each submittal via email using subject line as directed by Architect/Engineer.
 4. Send submittal to designated Project-specific email address:
 - a. The project specific e-mail address will be provided at the pre-construction meeting.
 5. Contractor must have a color copier in order to use electronic submittals.
- D. Resubmittals: Make resubmittals in same form and, for non-electronic submittals, in the same number of copies as initial submittal.
 1. Note date and content of revision in label or title block and clearly indicate extent of revision.
 2. Resubmit submittals until they are marked with approval notation from Architect/Engineer.
 3. Refer to Supplementary Conditions for provisions allowing Owner to obtain reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluation of certain resubmittals.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect/Engineer.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES, GENERAL

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

2.2 ELECTRONIC SUBMITTAL PROCEDURES

- A. Use the designated email system for submittals in this Article.

1. Submit electronic submittals via email as PDF electronic files.

- a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
b. Contractor must have a color copier in order to use the electronic submittal process.

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. Mark submittal to show which products and options are applicable.

2. Include the following information, as applicable:

- a. Manufacturer's catalog cuts.
b. Statement of compliance with specified referenced standards.
c. Testing by recognized testing agency.

3. For equipment, include the following in addition to the above, as applicable:

- a. Printed performance curves.
b. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

- 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, unless submittal based on Architect/Engineer's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of dimensions established by field measurement.
e. Relationship and attachment to adjoining construction clearly indicated.
f. Seal and signature of professional engineer if specified.

- D. Product Schedule: 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 indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Architect/Engineers and owners, and other information specified.
- F. Certificates:
1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
 2. Installer Certificates: Submit 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.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 5. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G. Test Reports:
1. Material Test Reports: Submit 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.
 2. Product Test Reports: Submit written reports indicating that 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.
 3. Preconstruction Test Reports: Submit 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.
 4. Compatibility Test Reports: Submit 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.
 5. Field Test Reports: Submit written reports 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.

- H. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- I. Warranty: Submit sample warranties as required in individual Specification Sections.
- J. Design Data: Prepare and submit 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.
- K. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

2.3 NON-ELECTRONIC SUBMITTAL PROCEDURES

- A. Submittals: Submit eight (8) copies of required submittals.
- B. 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 applicable 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.
 - 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 two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one 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 two sets of Samples. Architect will return one set.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- C. 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. Submit subcontract list in the following format:
 - a. Number of Copies: Four paper copies of subcontractor list, unless otherwise indicated. Architect will return one copy.
- D. Key Personnel Names: No later than 15 days after date of Notice of Award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.
 1. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including emergency, office, and cellular telephone numbers and email addresses.
 - a. Number of Copies: Four paper copies of key personnel list, unless otherwise indicated.
- E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- F. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: 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. Identify any deviations from Contract Document requirements. Mark cover sheet with approval before submitting to Architect.
 1. Sign and date 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 and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will mark submittal appropriately to indicate action, as follows:
 - 1. Final Unrestricted Release: Where the submittal is marked "Approved," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
 - 2. Final-but-Restricted Release: Where the submittal is marked "Approved as Noted," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 - 3. Resubmit: Where the submittal is marked "Approved, Revise and Return Corrected Copies," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Revise submittal according to Architect's notations and corrections and return corrected copies. Final acceptance will depend on that compliance.
 - 4. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
 - 5. Incomplete - Resubmit: Where the submittal is marked "Incomplete, Submit Additional Information," do not proceed with the work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements, and 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.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Limit information submitted to specific products indicated. Do not submit extraneous matter. Submittal containing excessive extraneous matter will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect without action.

3.3 REQUIRED SUBMITTALS

- A. Provide the following submittals:
 - 1. Shop Drawings include, but are not limited to the following (Refer to the individual specification sections):
 - a. Gas fired domestic hot water boilers

- b. Domestic hot water storage tanks
- c. Piping
- d. Pipe Insulation
- e. Electrical Devices and Wiring
- f. Heating Water Boilers
- g. Circulating Pumps
- h. Air Separators
- i. Expansion Tanks
- j. Valves
- k. Pipe Fittings and Accessories
- l. Pump Fittings and Accessories
- m. Breeching
- n. DDC/ATC Controls

Attachment[s]: Cover Sheet

END OF SECTION 01 33 00

NOT FOR CONSTRUCTION

CONTRACTOR: _____

SUBMITTAL DATE ____/____/____

Check following as applicable:

- First Submission
- Re-submission

ARCHITECT: Tetra Tech

PROJECT IDENTIFICATION

Architect's
Project No.: 200-26912-15002

Proj. Name: Herron Dormitory & Main Admin Bldg-PCCC

Location: Plummer Community Corrections Center

PRODUCT IDENTIFICATION

Specification Section No. _____

A/E Submittal No. _____

Name of Product: _____

Name of Manufacturer: _____

SUBCONTRACTOR

SUPPLIER

RELATIONSHIP TO STRUCTURE

Building
Name _____

(Room #) _____ (Room Name) _____

Contract Drawing No.: _____

DEVIATION FROM CONTRACT DOCUMENTS: _____

CONTRACTOR COMMENTS: _____

ARCHITECT/ENGINEER'S COMMENTS: _____

CONTRACTOR'S STAMP

CONTRACTOR'S CERTIFICATION

I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL CONDITIONS.

BY _____

RESERVED FOR USE BY TETRA TECH

ACTION SUBMITTAL:

- Approved
- Approved As Noted
- Approved, Revise and Return Corrected Copies
- Rejected
- Incomplete, Submit Additional Information

INFORMATIONAL SUBMITTAL:

- No Action Taken
- Returned for Resubmittal

Reviewed By: _____

Date: _____

Reviewed only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.

NOT FOR CONSTRUCTION

Use and Indemnification Agreement - INSTRUCTIONS

USE AND INDEMNIFICATION AGREEMENT

Please be aware that Tetra Tech charges contractor(s) for electronic files (this applies to files in AutoCAD (or similar) format).

PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form; however we charge \$50 per PDF to cover our expenses. Tetra Tech must receive the contractor's check prior to sending PDF's.

For AutoCAD type files, the cost is \$100 per electronic drawing, regardless of the number of drawings they are requesting. The Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Client.

Due to the inherent value to the company of our typical details and our other standards, we limit the drawings types that we will release via this indemnification form to plan type drawings. Typical detail sheets are not to be released in the form of an electronic AutoCAD drawing file.

In addition, our internal individual Base Plans will not be released; we limit what the contractor can purchase to the actual individual contract drawings.

After the Prime Contractor has determined the number of drawings that they will need, fill out the following two pages. The second page of the form, marked Use and Indemnification Agreement – Business Office, needs to be sent to the Business Office with the Contractor check made out to Tetra Tech. We will not release electronic files until we receive this form and the check.

NOT FOR CONSTRUCTION



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

Use and Indemnification Agreement

Re: Herron Dormitory & Main Administration Building - PCCC

Tt Project No. 200-26912-15002

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

Whereas, Contractor further acknowledges all requests for electronic files require a pre-payment of \$100/file (Each individual drawing in the set of Contract Documents represents 1 file), regardless of the number of files requested, prior to receiving said files from Tetra Tech.

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

A. Indemnification

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

B. Use and Compatibility

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

IN WITNESS WHEREOF:

Contractor: _____
Signed name: _____
Printed Name: _____
Title: _____
Date: _____

If transmission is not received as noted, kindly notify us at once.



TETRA TECH

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

Use and Indemnification Agreement – Business Office

Electronic Drawing Files

Prime Contractor Name

Prime Contractor Address

Contact to Receive Invoices

Project Name

HERRON DORMITORY & MAIN ADMINISTRATION
BUILDING - PCCC

Project Number

200-26912-15002

Number of Drawing Files

(Each individual drawing in the set of Contract Documents represents 1 file)

List each Drawing # Requested

Contractor Signature _____

NOT FOR CONSTRUCTION

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

SECTION 01 35 53
SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, guard service, and miscellaneous restrictions.
- B. The correctional facility has issued regulations to be observed by all Contractors, their subcontractors and employees and other firms providing services for or otherwise assigned to or working on the Project in order to minimize disruption to prison operations, maintain security and to facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: use of premises and occupancy.
- B. Section 01 50 00 - Temporary Facilities and Controls:.

1.03 SECURITY PROGRAM

- A. Protect Work, existing premises and State of Delaware Office of Management & Budget (OMB) - Division of Facilities Management's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program in coordination with State of Delaware OMB - Division of Facilities Management's existing security system at project mobilization.
- C. Maintain program throughout construction period until State of Delaware OMB - Division of Facilities Management acceptance precludes the need for Contractor security.

1.04 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to State of Delaware OMB - Division of Facilities Management on request.
- D. Department of Correction (DOC) shall control entrance of persons and vehicles related to State of Delaware OMB - Division of Facilities Management's operations.

1.05 PERSONNEL IDENTIFICATION AND BACKGROUND CHECK

- A. All contractor workers must obtain a security clearance/background check for the facility in which works to be performed. The clearance request forms are specific for each DOC facility and will be provided as requested.

1.06 GENERAL REQUIREMENTS

- A. When workers are finished for the day, all tools will be accounted for by the worker and the escorting officer.
- B. Workers once entering controlled areas are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- C. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- D. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

- E. Anything of unusual nature such as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- F. In the event that construction requires disruption of plumbing, electrical power, etc., the facility's Maintenance Superintendent must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered with.
- G. Workers shall be subjected to all rules and regulations. Contractors are expected to follow the directive of any DOC uniformed personnel. Failure to comply with a directive will result in being escorted out of the institution and being banned from entering the institution until the Security Superintendent and/or the Warden has reviewed the case.
- H. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. as an example of past projects at a Department of Correction site, it takes between one half (1/2) hour to one (1) hour each to enter or leave the facility.
- I. Normal work hours are from 7:00AM until 3:00PM Monday thru Friday. Contractor must be ready to enter gate at 7:00AM with cleanup and tool inventory completed and ready to exit facility by 2:45PM.

1.07 SPECIAL REQUIREMENTS

- A. Materials shall be moved through the buildings using rubber tired vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- B. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- C. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- D. Existing streets, pavements, lawns, curbs, and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner, Construction Manager, and local authorities.
- E. Open trenches must be barricaded. Nothing which can be used as a weapon or could conceal an inmate can be used as a barricade. Contractors are directed to use plastic tape and the existing trees, shrubbery, or fences where available.
- F. 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.

1.08 SITE SECURITY

- A. The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.)
 - 1. Access to the DOC Facility will be through a Main (Visitor) Gate or a SallyPort, as directed by the facility. Each contractor must have passed a security/background check. A state issued photo ID will need to be furnished to the Security Officer before a Visitor Pass can be issued to the contractor.
All contractors shall enter and leave as a group with an escort (Maintenance Personnel or Corrections Officer).
 - 2. Assigning Men to the Site
 - a. each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 noon, on the previous work day before sending men to the project site, so an officer can be assigned to accompany all his personnel.

STATE OF DELAWARE

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3. Tools and Materials
 - a. No tool or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen or assigned officer leave the area.
4. Prison Records
 - a. Where workmen or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least twenty four (24) hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workmen denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.
5. Workmen Lunch Area/Searches
 - a. Workmen will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted by the DOC facility.
 - b. It is expected that once workers enter the facility, they will stay within the facility until the end of their shift.
 - c. All workmen will be expected to submit to search of themselves, their tool boxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.
6. Prohibited Items
 - a. The following items are prohibited from being brought onto the prison grounds and construction site:
 - 1) Any intoxicating beverage.
 - 2) Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
 - 3) Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized by the institution and/or Departmental Administration.
 - 4) Any instrument that may be used as an aid in attempting an escape.
 - 5) Hypodermic needle, syringe or article, instrument or substance specifically prohibited by the institution administration except as authorized.
7. Working Dress and Workmen
 - a. Workmen will maintain proper attire while working at the institution.
 - 1) Short pants, open toed shoes, or bare chest are not permitted.
8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article without the proper authorization from the Maintenance Superintendent.
10. You are not authorized to roam at will throughout the prison. You will restrict yourself to going directly to those places where your work is conducted and remaining away from areas where you have no business.
11. Stopping to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.) is prohibited. Also no affectionate or intimate behavior between official visitors and inmates is permitted.
12. Your automobile is to be parked in a location designated by the facility's Maintenance Superintendent or Security. Parked vehicles must always have the ignition locked and if the

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

- interior of the car contains packages, clothing, or any other removable articles, the doors must be locked as well.
13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
 14. You are not authorized to escort any person, not previously approved, onto the prison grounds or into the prison.
 15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or prison personnel is strictly prohibited.
 16. The use of indecent, abusive or profane language is forbidden anywhere on the prison property.
 17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
 18. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which you are working, it is advisable that you communicate this confidentially to the Maintenance Superintendent.
 19. Tool and Equipment Safety
 - a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
 - b. Tools: Maintain tools and related equipment (e.g., sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 - c. Powder Actuated Tools: Comply with Owner's Manual, and Maintenance Superintendent directions for control powder used and storage.
 - d. Tool boxes shall be kept locked at all times.
 20. Construction Personnel Vehicle Parking
 - a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
 - b. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.
 - c. Vehicle inspections may be conducted at the discretion of the Maintenance Superintendent for the duration of the Contract.
 - d. Vehicles should be kept clean. Trash within the vehicle increases the amount of time it takes the guards to inspect vehicle.
 - e. Do not leave keys in vehicles whether locked or unlocked.
 21. Contractors shall not bring glass containers into the facility.
 22. The use of cellular phones, pagers, and other electronic communication devices will not be permitted unless specific approval is granted by the Security Superintendent.

1.09 FIRE PROTECTION

- A. Protect and maintain fire department facilities (e.g., sprinkler heads, hydrants, wire, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
- B. Maintain unobstructed access to the following at all times: Fire hydrants, and fire alarm boxes.
- C. Immediately notify the Fire Department in the event of accidental damage to fire department facilities.
- D. Immediately restore damage facilities to original condition at no increase to the Contract Sum.

1.10 RESPONSIBILITY FOR DAMAGE AND CARE OF STATE PROPERTY

- A. The contractor in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by them, their subcontractors or employees, or other persons engaged in the performance of the Contract.

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- B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner of the highest level of workmanship in the trade. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.
- C. Workmen like care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which they or anyone working under his direction is responsible.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

PART 4 DAILY CONTRACTOR TOOL AND EQUIPMENT INVENTORY

4.01 THE CONTRACTOR TOOL/EQUIPMENT FORM SHALL BE COMPLETED AND SIGNED BY ALL CONTRACTOR PERSONNEL PRIOR TO ENTERING A DOC FACILITY. THE FOLLOWING REQUIREMENTS APPLY:

- A. An original signed and dated tool/equipment form shall be prepared each day.
- B. This form shall serve as an inventory of all work and personal equipment carried into a Department of Correction facility and will serve to ensure that the inventoried equipment is removed from the facility at the end of the work day.
- C. Each piece of work and personal equipment noted on this form shall be described in sufficient detail so that it can easily be identified and matched to the inventory by a Department of Correction staff.
- D. Department of Correction strongly recommends that when work/personal equipment is to be carried into a Department of Correction facility on a repetitive basis, the equipment be marked with a unique identifier (e.g. personnel initials + number) so that it can be matched to the same unique identifier noted on the tool/equipment form.
- E. Prior to entering and exiting secured areas of a Department of Correction facility, the daily tool/equipment inventory shall be reviewed and signed by the escorting officer.
- F. If, prior to exiting a secured area, the preparer of this form determines that he or she cannot account for each piece of equipment, then he or she shall immediately notify the escorting officer.
- G. If, prior to exiting a secure area, a Department of Correction staff cannot identify each tool or piece of equipment and reconcile it to the items inventoried on this form, then the Department of Correction staff will hold the group of contractor employees in the secure area until the discrepancy is resolved.
- H. The following list of tools and equipment is representative of the items inventoried on the form. **All** tools and equipment being brought into the institution will be inventoried. Every job box will have an exact inventory of all tool boxes and equipment stored in that box. The box must be lockable and remained locked when not in use. **There are no exceptions to this rule.** List all tools for example hand tools (ex. hammers, pliers, wrenches, and screwdrivers), electrical tools (ex. measuring equipment, splicing equipment), power tools (ex. drills, saws, demolition equipment) and supplies (saw blades, drill bits, fasteners). List all other equipment (ex. Two-way radios, writing pads, pens, pencils, etc.). However, the list may be expanded to cover equipment specific to a scope of work or project.
- I. Items not permitted include, but are not limited to: firearms, medicines, pocket knives, leather man tools, tobacco, matches, lighters, gum, beer, alcohol of any kind, glass bottles or containers, aluminum cans, metal knives, spoons or forks, music radios, i-Pods, newspapers, fliers, or magazines.
- J. Laptop computers, cameras, cell phones, and pagers are restricted items and their use can only be approved in writing, in advance by the Warden or his designee. Failure to declare an item at the sally port will result in that item being confiscated.

SECTION 01 40 00 – 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 01 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 the Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-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 the Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality-control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

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 ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements. Services do not include contract enforcement activities performed by the Architect.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 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. 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. Ambient 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.

- C. 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.

1.5 QUALITY ASSURANCE

- A. 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
- B. 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.
- C. 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.
- D. 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.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- G. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:

- a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect, with copy to the Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as the Owner's responsibility, the Owner will engage a qualified testing agency to perform these services.
1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made by the Owner.
 3. 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 the Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as the Contractor's responsibility, engage a qualified testing agency to perform these quality control services.
 2. Notify testing agencies at least 7 days in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as the Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by the 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.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were the Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with the Architect and the Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through the Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of the 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 quality-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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 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 Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

- B. Temporary utilities include, but are not limited to, the following:

- 1. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
- 2. Ventilation.
- 3. Electric power service.

- C. Support facilities include, but are not limited to, the following:

- 1. Field offices.
- 2. Lifts and hoists.
- 3. Temporary stairs.
- 4. Construction aids and miscellaneous services and facilities.

- D. Security and protection facilities include, but are not limited to, the following:

- 1. Pest control.
- 2. Barricades, warning signs, and lights.

- E. Related Sections include the following:

- 1. Division 01 Section “Submittal Procedures” for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 USE CHARGES

- A. Temporary water and electric will be provided by the Owner.

1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA’s “Temporary Electrical Facilities,” and NFPA 241.

- 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
- 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Architect. Provide materials suitable for use intended.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 741 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation or combustion type; vented, fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- E. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. 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. Water Service: Use of the Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
1. Provide rubber hoses as necessary to serve the Project site.
 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 2. Toilets: Use of the Owner's existing toilet facilities will not be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Electric Power Service: Use of the Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to the Owner.
- D. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

3.3 OPERATION, TERMINATION, AND REMOVAL

- A. 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 the property of the Contractor. The Owner reserves right to take possession of the Project identification signs.

2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

NOT FOR CONSTRUCTION

SECTION 01 73 29 – 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
 - 1. All cutting and patching shall be the responsibility of the Prime Contractor unless arranged otherwise.
- B. Related Sections include the following:
 - 1. Divisions 02 through 26 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place 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.

Operational Elements: Do not cut and patch 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. Operating elements include the following:

- 1. Fire-suppression systems.
- 2. Mechanical systems piping and ducts.
- 3. Control systems.
- 4. Communication systems.
- 5. Electrical wiring systems.

- B. 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.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical, plumbing, 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.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place 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 in-place 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 in-place 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 in-place 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.

- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied 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 in-place 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 in-place 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. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 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.
 - 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.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 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 in-place 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 in-place 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.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

NOT FOR CONSTRUCTION

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. 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. 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 – Contractor 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 a 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.
- B. 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.

END OF SECTION 01 74 19

Waste Management Progress Report Attached

NOT FOR CONSTRUCTION

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)				
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)	

NOT FOR CONSTRUCTION

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 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 the Owner's personnel.
6. Final cleaning.

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 the 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 the 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, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by the Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise the Owner of changeover in heat and other utilities.
 12. Submit changeover information related to the Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. 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, the Architect/Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect/Engineer will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the 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 the Architect/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the 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. Instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Architect/Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect/Engineer will prepare a final Certificate for Payment after inspection or will notify the 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 the Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 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/Engineer.

- 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 the Architect/Engineer's reference during normal working hours.
- B. Record Drawings:
 - 1. Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings and submit digital scanned copies of all the Record Drawings; format to be .JPG or .TIF.
 - 2. The Contractor shall be responsible for updating the bid documents (CADD drawings and specifications) with the as-built changes. All changes shall be included and tagged as "as-built" revisions. The drawings shall also have a new "as-built" date; format to be AutoCadd 2006 to 2010 format.
 - 3. Deliverables: Three (3) sets of bond prints, two final sets.
 - 4. Drawings that replace the original bid drawings shall be cross referenced to the original bid drawing files.
 - 5. 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.
 - 6. Mark record sets with, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 7. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 8. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 9. 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 one copy 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. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 2. 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 the Architect/Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. **Partial Occupancy:** Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by the Owner during construction period by separate agreement with the Contractor.
- C. **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 (115-by-280-mm) 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 the Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

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 DEMONSTRATION AND TRAINING

- A. **Instruction:** Instruct the Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with the Owner, through the Architect/Engineer with at least seven days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. **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. For each training module, develop a learning objective and teaching outline. Include instruction for the following:

1. System design and operational philosophy.
2. Review of documentation.
3. Operations.
4. Adjustments.
5. Troubleshooting.
6. Maintenance.
7. Repair.

3.2 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 air pollution 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.
 - 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. Remove snow and ice to provide safe access to building.
 - f. 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.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. 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.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner’s property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.3 SUMMARY OF CLOSEOUT DOCUMENTS

- A. Contractor’s Affidavit of Payment of Debts and Claims (AIA Document G706)
- B. Contractor’s Consent of Surety Company to Final Payment (AIA Document G707) (one copy)
- C. Contractor’s Affidavit of Release of Liens (AIA Document G706A) (one copy)
- D. Copy of Letter of Guarantee and Warranty Information (three copies)
- E. Balancing Reports
- F. Subcontractor’s Release of Liens had been submitted with each previous Application of Payment (AIA Document G706A) (one copy)
- G. Operation and Maintenance Manuals
- H. Record Shop Drawings and Submittals
- I. As-built Drawings: All construction changes should be clouded and marked.
 1. Updated CAD files to reflect changes and as-built conditions; AutoCAD dwg file 2010 to 2014 format.
 2. Three (3) hard copies of As-builts
 3. Mylar prints of As-builts revised CAD file

- J. Affidavit of Discharge of State Tax Liability (Furnish an affidavit from the State Tax Department that all liabilities thereunder have been discharged by the Contractor and all subcontractors. (Delaware Division of Revenue, Mr. William Kirby, 302-577-8259).
- K. Punch List Closeout Letter
- L. Electrical Inspection Certificate
- M. Bond Certification

END OF SECTION 01 77 00

NOT FOR CONSTRUCTION

SECTION 01 91 13 - GENERAL COMMISSIONING REQUIREMENTS

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.
- B. OPR and BOD documentation are included by reference for information only.

1.2 SUMMARY

- A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.

1.3 DEFINITIONS

- A. BoD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- C. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- D. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

1.4 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the Engineer.
- B. Members Appointed by Owner:
 - 1. Representatives of the facility user and operation and maintenance personnel.
 - 2. Architect and engineering design professionals.

1.5 OWNER'S RESPONSIBILITIES

- A. Provide the OPR documentation to each Contractor for information and use.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.
- C. Provide the BOD documentation, prepared by Engineer and approved by Owner, to each Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
 - 1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 - 2. Attend team meetings held on a biweekly basis.
 - 3. Integrate and coordinate commissioning process activities with construction schedule.
 - 4. Complete paper construction checklists as work is completed and provide to the Engineer on a weekly basis.
 - 5. Complete commissioning process test procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 91 13