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Newark, Delaware 19713
Tel. (302) 738-7551
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Addendum No.13

OWNER: Delaware Army National Guard (DEARNG)

PROJECT: **DESIGN-BUILD PROJECT – BETHANY BEACH TRAINING SITE (BBTS)
TRANSIENT TRAINING OFFICER QUARTERS**

LOCATION: Bethany Beach, Delaware

DEARNG Contract No.: 2020-16
National Guard PN No: 100103

Tt Project No. 213-76984-22001

Addendum No. 13
to
RFP Bridging Documents
July 19, 2024

To: ALL BIDDERS

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

Original RFP DRAWINGS dated June 20, 2023
RFP MANUAL dated June 20, 2023

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

This ADDENDUM consists of five (5) pages and the following:

13.1 GENERAL

- A. All questions and to purchase the RFP package, please email Tabi Heath at Tetra Tech tabi.heath@tetrattech.com. Please also copy the following addresses: michael.berninger@tetrattech.com, chuck.dobbs@tetrattech.com, tt-projectadmin@tetrattech.com.
- B. Critical Dates:
1. **Bid Due Date: NO CHANGE from Addendum 12: Thursday, August 22, 2024 @1:00pm.**
 2. Cut off for questions and clarifications: Thursday, August 15, 2024

13.2 REQUEST FOR PROPOSAL (RFP) & SCOPE OF WORK (SOW) MODIFICATIONS

- A. Section B, Div. 00 – Procurement and Contracting Requirements:

1. Spec Section 00 01 10 Table of Contents; B.2: **ADD** the following Attached documents in their entirety. These specs are associated with Spec Sections 00 62 00 Administration and Project Management Forms, Section 00 63 00 Clarifications and Modification form and 00 65 00 Closeout Forms as follows:

00 62 00	Administration and Project Management Forms
	00 62 11 Submittal Cover Sheet
	00 62 16 Certificate of Insurance (AIA G715-1991)
	Sample Document – AIA G715-1991
00 62 76	Application and Certificate for Payment (AIA G702-1992) and
	Application of Payment Continuation Sheet (AIA G703-1992)
	Sample Document – AIA G702-1992
	Sample Document – AIA G703-1992
00 62 93	Use and Indemnification Agreement Form (CADD Release)
00 63 00	Clarifications and Modification Forms
	00 63 33 Architect's Supplemental Instructions (AIA G710-1992)
	Sample Document – AIA G710-1992
00 63 46	Construction Change Directive (AIA G714-2007)
	Sample Document – AIA G714-2007
00 63 63	Change Order (AIA G701-2017)
	Sample Document – AIA G701-2017
00 65 00	Closeout Forms
	00 65 16 Certificate of Substantial Completion (AIA G704-2000)
	Sample Document – AIA G704-2000
00 65 19.13	Contractor's Affidavit of Payment of Debts and Claims (AIA G706-1994)
	Sample Document – AIA G706-1994
00 65 19.16	Contractor's Affidavit of Release of Liens (AIA G706A-1994)
	Sample Document – AIA G706A-1994
00 65 19.19	Consent of Surety of Final Payment (AIA G707-1994)
	Sample Document – AIA G707-1994

2. Spec Section 00 73 13; Supplementary General Conditions. **REPLACE** Spec section in its entirety, with updated DFM/DEARNG Specification attached to this addendum.
3. Section 00 73 46; Delaware Prevailing Wage Rates. **REPLACE** Spec section in its entirety with the updated 2024 Wage rates attached to this addendum.
4. Spec Section 00 81 13; General Requirements. **REPLACE** Spec section in its entirety with updated DFM/DEARNG Specification attached to this addendum.

- B. Section C. Div 01- General Requirements, Section 01 02 00.00 48 Statement of Work, Part 07, Paragraph 7.2.1 **DELETE** the word "Timber" from the last sentence.

C. **SPECIFICATION MODIFICATIONS**

1. Specification Section 01 40 00:

D. **DRAWING MODIFICATIONS**

1. **REPLACE the following drawings with the attached versions:** G-001- Cover Sheet, A-100B- Floor Plan, C-03B- Pre Construction and Demo Plan, C-04B- Proposed Conditions Plan, C-05B-Bid Alternate Construction Arrangement Plan, C-06B Proposed Sanitary Sewer Plan, C-07B- Proposed Grading Plan, C-08B- Signage and Striping Plan and C-09B Construction Details Sheet
2. **ADD** the following drawing: C-10B- Sediment and Erosion Control Details Sheet

13.3 QUESTIONS/CLARIFICATIONS

Question No.1:

Question: RFP sections 006200, 006300, and 006500 are missing from the manual.

Response: See item 13.2. A above

Question No. 2:

Question: Is there a new cut off date for questions?

Response: See Item 13.1 B.2 above

Question No. 3:

Question: Narrative indicates a 250kW generator. Please provide fuel source, that being diesel or natural gas.

Response: DELETE all Generator work for this project is deleted, except for connecting each of the buildings to the existing Generator. With regard to load capacity of the existing Generator, for bidding purposes, bidders shall assume the Generator has the capacity to support the electrical demands for all six buildings. Bidders shall include in their scope of work, performing an analysis after the award of the load capacity of existing Generator. In addition bidders shall include the electrical engineering design service to develop options to shift existing loads from this Generator to other existing Generators on the Post, to achieve an acceptable load balance on the existing Generator. Construction costs associated with a re-balancing effort will be negotiated as a Change to the Contract.

Question No. 4:

Question: Please confirm voltage of generator, is this a 208volt, 3phase system.

Response: Yes – bids shall be based on the existing generator as being 208 V, 3Ph system

Question No. 5:

Question: Please confirm if generator is diesel fuel provide the sub base fuel tank capacity. Fidelity/Kohler can provide a 24 hour sub base fuel tank which equates to 472 gallon capacity.

Response: The existing generator is diesel. See response for question 3 for additional information.

Question No. 6:

Question: Please confirm generator is located outside and a sound attenuated enclosure is required. Fidelity/Kohler can provide a sound attenuated enclosure rated for 75dBA at 23 feet in a free field environment.

Response: The existing unit is outside. No additional sound attenuation modifications are required.

Question No. 7:

Question: Please confirm a remote annunciator is required.

Response: Yes a remote annunciator is required.

Question No. 8:

Question: Please confirm the generator circuit breaker amperage for this application.

Response: Bidders shall assume the existing braker is adequate to support the generator.

Question No. 9:

Question: Please confirm the generator circuit breaker amperage for this application.

Response: See Response to question 8.

Question No. 10:

Question: Please provide the voltage, amperage, pole size and the enclosure rating for the transfer switch.

Response: It is the bidders responsibility to determine the supporting componentry and infrastructure such as pole size necessary to shall comply with the Electrical UFC's, the building code, the NEC, and the Electric supplier's requirements.

Question No. 11:

Question: Please provide information pertaining to the field testing for this generator/TS. Will a two (2) hour load bank testing be adequate.

Response: As part of the post award analysis of the existing generator the DB electrical team (Electrical engineer and electrician) shall preform pre-construction and post construction load bank testing, in compliance with the requirements the electrical UFC's, the building code, the NEC, and the Electric supplier's requirements.

Question No. 12:

Question: We have discovered some discrepancies in the Addendum 11 site plans.

All (5) buildings should have the same footprint, but the civil plan shows buildings 1, 2, 5 and 6 about 3'-6" shorter and # 3 about 2' longer (we calibrated drawings per graphic scale) comparing to arch. plan.

The blue dashed line shows the building size per arch. planes (30'-2" x 94'-8").

We will be following the dimensions on the Architectural plans, but it would be good if you could send out an amendment that confirms to follow the Architectural dimension.

Response: See the revised Architectural and Civil plans issued with this Addendum.

Question No. 13:

Question: The generator clarifications listed in Addendum 8 for Question 12 indicate that the evaluation of the generator capacity would occur after award. It was the Addendum that added the option for the 250k generator (V5).

Response: See response #3 above.

Question No. 14:

Question: Although Addendum 11 does not list the generator option (V5), it only deletes the two options V3 and V4. I don't see the generator option deleted in Addendum 9 or 10 either.

Response: See response for question 3

Question No. 15:

Question: Could you please confirm pricing is to include tapping into the existing generator and a new generator is not to be included as either base bid or a bid option.

Response: See response for question 3

ATTACHMENTS

- 00 62 00 Administration and Project Management Forms
- 00 62 11 Submittal Cover Sheet
- 00 62 16 Certificate of Insurance (AIA G715-1991)
Sample Document – AIA G715-1991
- 00 62 76 Application and Certificate for Payment (AIA G702-1992) and Application of Payment Continuation Sheet
(AIA G703-1992)
Sample Document – AIA G702-1992
Sample Document – AIA G703-1992
- 00 62 93 Use and Indemnification Agreement Form (CADD Release)
- 00 63 00 Clarifications and Modification Forms
- 00 63 33 Architect's Supplemental Instructions (AIA G710-1992)
Sample Document – AIA G710-1992
- 00 63 46 Construction Change Directive (AIA G714-2007)
Sample Document – AIA G714-2007

- 00 63 63 Change Order (AIA G701-2017)
Sample Document – AIA G701-2017
- 00 65 00 Closeout Forms
- 00 65 16 Certificate of Substantial Completion (AIA G704-2000)
Sample Document – AIA G704-2000
- 00 65 19.13 Contractor's Affidavit of Payment of Debts and Claims (AIA G706-1994)
Sample Document – AIA G706-1994
- 00 65 19.16 Contractor's Affidavit of Release of Liens (AIA G706A-1994)
Sample Document – AIA G706A-1994
- 00 65 19.19 Consent of Surety of Final Payment (AIA G707-1994)
Sample Document – AIA G707-1994
- 00 73 13 Supplementary General Conditions (Revised/Updated)
- 00 73 46 Prevailing Wage Rates – Certified 2024
- 00 81 13 General Requirements (Revised/Updated)

G-001- Cover Sheet,
A-100B- Floor Plan,
C-03B- Pre-Construction and Demo Plan,
C-04B- Proposed Conditions Plan,
C-05B-Bid Alternate Construction Arrangement Plan,
C-06B Proposed Sanitary Sewer Plan,
C-07B- Proposed Grading Plan,
C-08B- Signage and Striping Plan
C-09B Construction Details Sheet
C-10B- Sediment and Erosion Control Details Sheet

END OF ADDENDUM No. 13

CC: all plan holders

O:\Projects\CB\176984\213-76984-22001\Construction\BidSupport\23-05-25 Barrack Bid DB\Addendum #13\213-76984-22001- Addendum 13_Date 7-19-2024.doc

SECTION 00 62 00

ADMINISTRATION AND PROJECT MANAGEMENT FORMS

The Contract Administration and Progress Documentation Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

- | | |
|----------|---|
| 00 62 11 | Submittal Cover Sheet |
| 00 62 16 | Certificate of Insurance (AIA G715-1991) |
| 00 62 76 | Application and Certificate for Payment (AIA G702-1992) and Application of Payment Continuation Sheet (AIA G703-1992) |
| 00 62 93 | Use and Indemnification Agreement Form (CADD Release) |



TETRA TECH

65 Cadillac Square, Suite 3610 Detroit, MI 48226

Telephone: 313.964.0790

Fax: 313.964.6957

SHOP DRAWING TRANSMITTAL

DEARNG – Bethany Beach Training Site Transient Training Officer's Quarters

Document Control Information

Tt Project No.: 213-76984-22001
Client Project No.: DEARNG No.: 2020-16
Date Received:
Contractor:
Submittal No.:
Submittal Title:

SHOP DRAWING REVIEW

ARCHITECT/ENGINEER'S REVIEW OF THIS SUBMITTAL IS ONLY TO DETERMINE IF THE ITEMS COVERED BY THE SUBMITTAL WILL CONFORM TO THE CONTRACT DOCUMENTS AND BE COMPATIBLE WITH THE DESIGN CONCEPT OF THE COMPLETED PROJECT. ARCHITECT/ENGINEER'S REVIEW DOES NOT EXTEND TO MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION OR TO SAFETY PRECAUTIONS OR PROGRAMS INCIDENT THERETO. ARCHITECT/ENGINEER'S REVIEW OF THIS SUBMITTAL DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR ANY VARIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND IS REFERRED TO THE SPECIFICATIONS FOR MORE DETAIL REGARDING THE CONTRACTOR'S RESPONSIBILITIES FOR SUBMITTALS.

NO EXCEPTIONS TAKEN	
EXCEPTIONS NOTED	
REVISE & RESUBMIT	
ACKNOWLEDGE RECEIPT / FOR INFORMATION ONLY	

SEE TRANSMITTAL FOR FURTHER COMMENTS

BY: _____ DATE: _____
TETRA TECH, INC.

CONTRACTOR'S CERTIFICATION

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

BY _____



TETRA TECH

65 Cadillac Square, Suite 3610 Detroit, MI 48226
Telephone: 313.964.0790
Fax: 313.964.6957

SHOP DRAWING TRANSMITTAL

To:

Submittal No.:

Specification No.:

Vendor/Supplier:

Sheet No.

Description

Date

Action *

Comments:

SECTION 00 62 16

ACORD CERTIFICATE OF INSURANCE AIA G715-1991

AIA Document G715™–1991 is intended for use in adopting ACORD Form 25-S to certify the coverage required of contractors under AIA Document A201™–2007, General Conditions of the Contract for Construction. Since the ACORD certificate does not have space to show all the coverages required in AIA Document A201–2007, the Supplemental Attachment form should be completed, signed by the contractor's insurance representative, and attached to the ACORD certificate.

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

END OF SECTION 00 62 16

AIA® Document G715™ – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT (Name and address): _____

INSURED _____

A. General Liability

- | | Yes | No | N/A |
|--|--------------------------|--------------------------|--------------------------|
| 1. Does the General Aggregate apply to this Project only? | ☐ | ☐ | ☐ |
| 2. Does this policy include coverage for: | | | |
| a. Premises - Operations? | ☐ | ☐ | ☐ |
| b. Explosion, Collapse and Underground Hazards? | ☐ | ☐ | ☐ |
| c. Personal Injury Coverage? | ☐ | ☐ | ☐ |
| d. Products Coverage? | ☐ | ☐ | ☐ |
| e. Completed Operations? | ☐ | ☐ | ☐ |
| f. Contractual Coverage for the Insured's obligations in A201? | ☐ | ☐ | ☐ |
| 3. If coverage is written on a claims-made basis, what is the: | | | |
| a. Retroactive Date? | | | |
| b. Extended Reporting Date? | | | |

B. Worker's Compensation

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage? | ☐ | ☐ | ☐ |
|---|--------------------------|--------------------------|--------------------------|

C. Final Payment Information

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction? | ☐ | ☐ | ☐ |
| 2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period? | ☐ | ☐ | ☐ |

D. Termination Provisions

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice. | ☐ | ☐ | ☐ |
|--|--------------------------|--------------------------|--------------------------|

E. Other Provisions

Authorized Representative

Date of Issue

SECTION 00 62 76

**APPLICATION AND CERTIFICATE FOR PAYMENT (AIA G702-1992) AND APPLICATION
OF PAYMENT CONTINUATION SHEET (AIA G703-1992)**

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

A draft copy of this document is included herein as follows

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

OWNER: ☐

FROM
CONTRACTOR:

VIA
ARCHITECT:

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ _____
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



TETRA TECH

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

Use and Indemnification Agreement

Re: DEARNG-BBTS Transient Training Officer Barracks

Tt Project No. 213-76984-22001/DEARNG No.: 2020-16

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.

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

A. Indemnification

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

B. Use and Compatibility

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

IN WITNESS WHEREOF:

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

SECTION 00 63 00

CLARIFICATION AND MODIFICATION FORMS

The Contract Classification and Modification Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

- 00 63 33 Architect's Supplemental Instructions (AIA G710-1992)
- 00 63 46 Construction Change Directive (AIA G714-2007)
- 00 63 63 Change Order (AIA G701-2001)

SECTION 00 63 33

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS AIA G710 -1992

AIA Document G710TM-1992 is used by the architect to issue additional instructions or interpretations or to order minor changes in the work. It is intended to assist the architect in performing its obligations as interpreter of the contract documents in accordance with the owner/architect agreement and the general conditions of the contract for construction. AIA Document G710-1992 should not be used to change the contract sum or contract time. It is intended to help the architect perform its services with respect to minor changes not involving adjustment in the contract sum or contract time. Such minor changes are authorized under Section 7.4 of AIA Document A201TM-2007.

A draft copy of this document is included herein as follows



AIA[®] Document G710[™] – 1992

Architect's Supplemental Instructions

PROJECT (Name and address):

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:

OWNER: ☐

ARCHITECT: ☐

CONSULTANT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

OWNER (Name and address):

DATE OF ISSUANCE:

CONTRACT FOR:

FROM ARCHITECT (Name and
address):

CONTRACT DATE:

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)

SECTION 00 63 46

CONSTRUCTION CHANGE DIRECTIVE AIA G714 - 2007

AIA Document G714™–2007 is a directive for changes in the Work for use where the owner and contractor have not reached an agreement on proposed changes in the contract sum or contract time. AIA Document G714–2007 was developed as a directive for changes in the work which, if not expeditiously implemented, might delay the project. Upon receipt of a completed G714–2007, the contractor must promptly proceed with the change in the work described therein. NOTE: G714–2001 expired in 2009.

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



AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i>	DIRECTIVE NUMBER: 001	OWNER: ☐
	DATE:	ARCHITECT: ☐
	CONTRACT FOR:	CONSULTANT: ☐
TO CONTRACTOR: <i>(Name and address)</i>	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

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☐ • Lump Sum decrease of \$0.00
 - ☐ • Unit Price of \$ per
 - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
 - ☐ • As follows:

- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

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 <i>(Firm name)</i>	OWNER <i>(Firm name)</i>	CONTRACTOR <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

SECTION 00 63 63
CHANGE ORDER AIA G701-2017

AIA Document G701™-2017 is used for implementing changes in the work agreed to by the owner, contractor, and architect. Execution of a completed G701 indicates agreement upon all terms of the change, including any changes in the contract sum (or guaranteed maximum price) and contract time. The form allows for signatures of the owner, architect and contractor, and for a description of the change.

A draft copy of this document is included herein as follows

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CHANGE ORDER INFORMATION:

Change Order Number:

Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to 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 increased 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 increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that 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 *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

SECTION 00 65 00

CLOSEOUT FORMS

The Contract Closeout Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

- 00 65 16 Certificate of Substantial Completion (AIA G704-2000)
- 00 65 19.13 Contractor's Affidavit of Payment of Debts and Claims (AIA G706-1994)
- 00 65 19.16 Contractor's Affidavit of Release of Liens (AIA G706A-1994)
- 00 65 19.19 Consent of Surety of Final Payment (AIA G707-1994)

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION AIA G704 - 2000

AIA Document G704™–2000 is a standard form for recording the date of substantial completion of the work or a designated portion thereof. The contractor prepares a list of items to be completed or corrected, and the architect verifies and amends this list. If the architect finds that the work is substantially complete, the form is prepared for acceptance by the contractor and the owner, and the list of items to be completed or corrected is attached. In AIA Document G704–2000 the parties agree on the time allowed for completion or correction of the items, the date when the owner will occupy the work or designated portion thereof, and a description of responsibilities for maintenance, heat, utilities and insurance.

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



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.)

SECTION 00 65 19.13

CONTRACTOR’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AIA G706 - 1994

The contractor submits this affidavit with the final request for payment, stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner might be responsible has been paid or otherwise satisfied. AIA Document G706™–1994 requires the contractor to list any indebtedness or known claims in connection with the construction contract that have not been paid or otherwise satisfied. The contractor may also be required to furnish a lien bond or indemnity bond to protect the owner with respect to each exception.

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



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
		ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i>	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:

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

CONTRACTOR: *(Name and address)*

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:

SECTION 00 65 19.16

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AIA G706A - 1994

AIA Document G706A™–1994 supports AIA Document G706™–1994 in the event that the owner requires a sworn statement of the contractor stating that all releases or waivers of liens have been received. In such event, it is normal for the contractor to submit AIA Documents G706–1994 and G706A–1994 along with attached releases or waivers of liens for the contractor, all subcontractors, and others who may have lien rights against the owner's property. The contractor is required to list any exceptions to the sworn statement provided in G706A–1994, and may be required to furnish to the owner a lien bond or indemnity bond to protect the owner with respect to such exceptions.

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

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR:	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

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:

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.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

SECTION 00 65 19.19

CONSENT OF SURETY TO FINAL PAYMENT AIA G707 - 1994

AIA Document G707™–1994 is intended for use as a companion to AIA Document G706™–1994, Contractor’s Affidavit of Payment of Debts and Claims, on construction projects where the contractor is required to furnish a bond. By obtaining the surety’s approval of final payment to the contractor and its agreement that final payment will not relieve the surety of any of its obligations, the owner may preserve its rights under the bond.

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



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)

SECTION 00 73 13

SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2017. 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
15. CLAIMS AND DISPUTES

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Section:

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

1.1.8 INITIAL DECISION MAKER

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

Add the following Sections:

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

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

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

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

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

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

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

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

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

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

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

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

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

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

2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

“3.4.4Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper

contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.”

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

3.5 WARRANTY

Add the following Sections:

“3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty.”

“3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed.”

“3.5.5 Upon notification by the Owner of a defect covered by the Contractor’s warranty, the Contractor shall respond within 4 hours of the notification.”

“3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.”

“3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor’s expense.”

3.8 ALLOWANCES

Add the following Section:

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

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add “estimated” after “and the” and before “date of” in the second sentence.

3.10.2 Strike “and thereafter as necessary to maintain a current submittal schedule” in the first sentence.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

“3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.”

“3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.”

“3.11.3 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike “If the Contract Documents require” from the beginning of the sentence.

3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.

3.17 Insert “indemnify and” between “shall” and “hold” in the second sentence.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

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

4.2.7 Strike the second sentence and replace with the following:

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

Add the following Section:

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

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

ARTICLE 5: SUBCONTRACTORS

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

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

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

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

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

Add the following Section:

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

7.2 CHANGE ORDERS

Add the following Sections:

“7.2.2 In addition to the above:

7.2.2.1 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.

7.2.2.2 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 subcontractor’s work.

7.2.2.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor’s work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor’s markup.

7.2.2.4 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.

7.2.2.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc.”

7.3.4.1 Strike “and other employee costs approved by the Architect” after “worker’s compensation insurance,”

7.3.4.4 Add “work attributable to the” before “change” at the end of the sentence.

7.4 MINOR CHANGES IN THE WORK

Add “unless such changes are approved” at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

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

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

8.2.4 Add the following Section:

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Section:

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

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

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

Add the following Section:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

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

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

9.3 APPLICATIONS FOR PAYMENT

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

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

Add the following Sections:

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

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

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

9.7 FAILURE OF PAYMENT

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

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

9.8 SUBSTANTIAL COMPLETION

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

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

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

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

9.9 PARTIAL OCCUPANCY OR USE

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

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

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

9.10.4.4 Strike “if permitted by the Contract Documents,”

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

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

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety

Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

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

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

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

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR’S INSURANCE AND BONDS

11.1.1 Strike “Owner” from the third sentence.

11.2 OWNER’S LIABILITY INSURANCE

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

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

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

Delete Section 11.4 in its entirety

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

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

12.2.2.2 Strike “one-year” and replace with “two years”.

12.2.2.3 Strike “one-year” and replace with “two years”.

12.2.5 Strike “one-year” and replaced with “two years”.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

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

13.5 INTEREST

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

Insert the following Section:

“13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

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

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

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

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

- 15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.
- 15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

“The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and any or all remedies at law or in equity.”
- 15.2.6 Strike Section 15.2.6 and its sub-Sections in their entirety.
- 15.3 MEDIATION
- 15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.
- 15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.
- 15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.
- 15.3.3 Strike Section 15.3.3 in its entirety.
- 15.4 ARBITRATION
- Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS OFFICE
CONSTRUCTION INDUSTRY ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION
EFFECTIVE MARCH 15, 2024 – AMENDED JUNE 14, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.03	35.74	52.03
BOILERMAKERS	86.90	44.09	64.81
BRICKLAYERS	65.24	65.24	65.24
CARPENTERS	61.06	61.06	49.30
CEMENT FINISHERS	91.66	65.19	50.55
ELECTRICAL LINE WORKERS	57.72	49.50	37.74
ELECTRICIANS	81.62	81.62	81.62
ELEVATOR CONSTRUCTORS	113.66	81.88	103.45
GLAZIERS	83.30	83.30	71.92
INSULATORS	67.20	67.20	67.20
IRON WORKERS	75.32	75.32	75.32
LABORERS	55.65	55.65	55.65
MILLWRIGHTS	85.36	85.36	68.57
PAINTERS	57.60	57.60	57.60
PILEDRIERS	88.62	49.97	40.41
PLASTERERS	37.89	37.89	28.08
PLUMBERS/PIPEFITTERS/STEAMFITTERS	77.30	80.57	71.11
POWER EQUIPMENT OPERATORS	81.29	81.29	81.29
ROOFERS-COMPOSITION	29.45	29.41	31.82
ROOFERS-SHINGLE/SLATE/TILE	23.34	27.77	21.83
SHEET METAL WORKERS	84.53	84.53	84.53
SOFT FLOOR LAYERS	60.12	60.12	60.12
SPRINKLER FITTERS	70.52	70.52	70.52
TERRAZZO/MARBLE/TILE FNRS	70.79	70.79	79.54
TERRAZZO/MARBLE/TILE STRS	78.73	78.73	88.22
TRUCK DRIVERS	55.25	34.83	27.11

CERTIFIED:

7-16-2024

BY:

Salina Chesland for Francis Chuderk
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) 318-2769.

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

PROJECT: DEARNG 2022-14 DEARNG Bethany Beach Training Site – Barracks, Sussex

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
ACH I, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.</u> 6960

Updated: July 6, 2022

SECTION 00 81 13

GENERAL REQUIREMENTS

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12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract

with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties.”

3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects”. “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing 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 requires, cause judgement to be confessed upon the bond.

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

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that

the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

- 4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
 2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.
- 5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works

contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

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

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the ‘DPE’ wages required and the “invoice price” of the materials/equipment needed.
- 7.3.1 “DPE” shall be defined to mean “direct personnel expense”. Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 7.3.2 “Invoice price” of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the “Means Building Construction Cost Data” publication.
- 7.3.3 In addition to the above:
- 7.3.3.1 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.
- 7.3.3.2 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 subcontractor’s work.
- 7.3.3.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor’s work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor’s markup.

7.3.3.4 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.

7.3.3.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc.

ARTICLE 8: TIME

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

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

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

8.4 SUSPENSION AND DEBARMENT

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

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

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

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

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

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any previously known 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.
- 10.2.1 Any activities with the potential to disturb lead-based materials should be performed by the Contractor in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.
- 10.2.1.1 The Contractor shall notify the Owner in the event they encounter previously unknown material that they suspect may contain “lead”. The Owner will arrange with a qualified specialist for identification and testing and advise the Contractor of the results. In the case that testing identifies potential lead based materials, the contractor shall continue performance of the work that has the potential to disturb associated in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that

belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

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

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

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
	\$3,000,000	aggregate
Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
	\$3,000,000	aggregate
Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any

Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

13.7 REPORTING

- 13.7.1 Contractor who is awarded contract must report contract amounts awarded to all listed subcontractors. Information to report is included in the chart below. If subcontractor is registered as a minority, women or veteran owned business, please indicate in space provided.

Subcontractor Category	Subcontractor Name	Subcontractor Contract Amount	Is subcontractor minority, women or veteran owned?

13.8 BUY AMERICAN ACT

- 13.8.1 Section 810 of Article VIII (included elsewhere in this Project Manual,) requires compliance with the Buy American Act (41 U.S.C. 10.) The Buy American Act gives preference to domestic end products and domestic construction materials. To verify compliance with this Section, Contractor is required to provide proof, acceptable to the Owner, that all major equipment and materials installed on the project was manufactured in the United States.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

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

expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

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

END OF SECTION 00 81 13

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BETHANY BEACH HUNDRED - SUSSEX COUNTY - DE

163 SCANNELL BOULEVARD, BETHANY BEACH, DE 19930
BETHANY BEACH HUNDRED - SUSSEX COUNTY - DE



A	C-99B	CONSTRUCTION DETAILS SHEET
	C-10B	SEDIMENT AND EROSION CONTROL DETAILS SHEET

200 CONTINENTAL DRIVE
SUITE 400
NEWARK, DE 19713
PHONE (302) 323-8377
FAX (302) 323-9461
WWW.LANDMARK-SE.COM
INFO @ LANDMARK-SE.COM

201 RESEARCH BLVD.
SUITE 140
ABERDEEN, MD 21001
PHONE (410) 939-2144
FAX (302) 323-9461



DESIGNED BY:	JCM	ISSUE DATE:	03/22/24
DRAWN BY:	JCM	SOLICITATION NO:	NGB PN 100103
CHECKED BY:	KAR	CONTRACT NO:	DEARNG 2020-16
SUBMITTED BY:	KAR	PROJECT NO:	213-76864-22001
SIZE:			

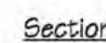
TETRA TECH
240 Continental Drive, Suite 200
Newark, Delaware 19713
(302) 738-7551
(302) 454-5958



**DELAWARE ARMY
NATIONAL GUARD**
BBTS TRANSIENT TRAINING OFFICER'S BARRACKS
BETHANY BEACH, DELAWARE

SHEET ID

C-09B



Symbol	Unit	Value
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Silt Fence

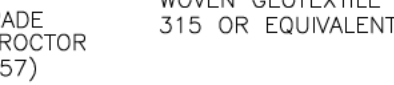
1. Geosynthetic fabric to be fastened securely to fence posts with wireties or staples.
2. When two sections of filter cloth adjoin each other they shall be overlapped by six inches and folded.
3. Maintenance shall be performed as needed and material removed when "bulges" develop in the silt fence.

1. Stakes: Steel (either T or U) or 2" x 2" hardwood
2. Geosynthetic Fabric: Type GD-I
3. Reinforcing strip: Wooden lath or plastic strip

Symbol

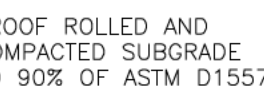


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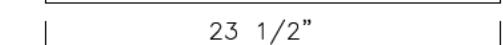
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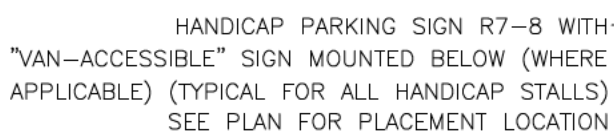
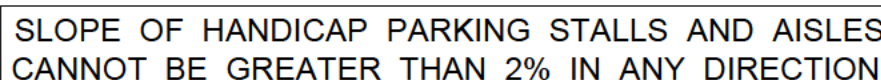
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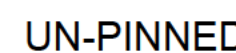
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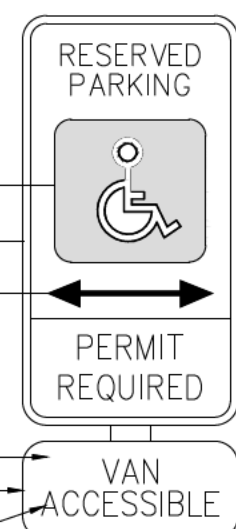


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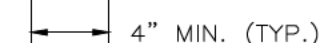


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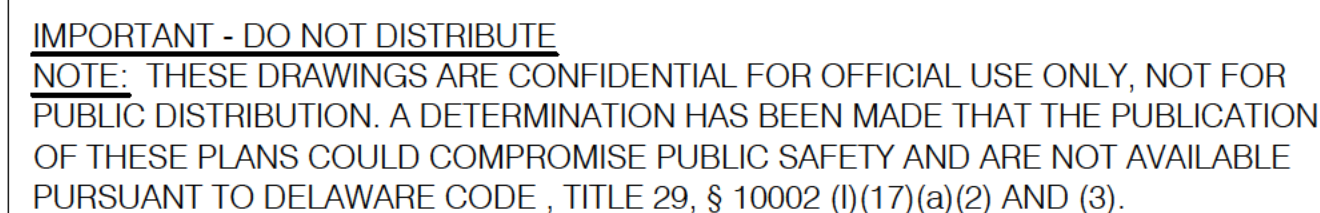
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1. ALL SIGNS TO BE 0.080" THICK ALUMINUM
2. ALL SIGNS SHALL CONFORM WITH ALL CURRENT A.D.A., FEDERAL STATE AND LOCAL CODES AND REGULATIONS.
3. PLACE "VAN ACCESSIBLE" SIGN IN FRONT OF VAN ACCESSIBLE SPACES ONLY.
4. FOR HANDICAPPED SIGNS INSTALLED WITHIN GRASSED AREAS, CONCRETE FOOTER IS NOT REQUIRED.



NTS



Standard Detail & Specifications

Topsailing

Construction Notes:

1. Site Preparation (Where Topsoil is to be added)

Note: When topsoiling, maintain needed erosion and sediment control practices such as diversions, grade stabilization structures, berms, dikes, waterways and sediment basins.

a. Grading - Grades on the areas to be topsoiled which have been previously established shall be maintained.

b. Liming - Where the topsoil is either highly acid or composed of heavy clays, ground limestone shall be spread at the rate of 4-8 tons/acre (200-400 pounds per 1,000 square feet). Lime shall be distributed uniformly over designated areas and worked into the soil in conjunction with tillage operations as described in the following procedures.

c. Tilling - After the areas to be topsoiled have been brought to grade, and immediately prior to dumping and spreading the topsoil, the subgrade shall be loosened by discing or by scarifying to a depth of at least 3 inches to permit bonding of the topsoil to the subsoil. Pack by passing a bulldozer up and down over the entire surface area of the slope to create horizontal erosion check slots to prevent topsoil from sliding down the slope.

2. Topsoil Material and Application

Note: Topsoil salvaged from the existing site may often be used but it should meet the same standards as set forth in these specifications. The depth of topsoil to be salvaged shall be no more than the depth described as a representative profile for that particular soil type as described in the soil survey published by USDA-NRCS in cooperation with Delaware Agricultural Experiment Station.

Source: Symbol: Detail No.

USDA - NRCS Sheet 1 of 2 DE-ESC-3.4.1 Effective July 2023

Standard Detail & Specifications

Topsailing

Construction Notes (cont.)

a. Materials - Topsoil shall be a loam, sandy loam, clay loam, silt loam, sandy clay loam, loamy sand or other soil as approved by an agronomist or soil scientist. It shall not have a mixture of contrasting textured subsoil and contain no more than 5 percent by volume of cinders, stones, slag, coarse fragment, gravel, sticks, rocks, trash or other extraneous materials larger than 1/2 inch in diameter. Topsoil must be free of noxious plant parts of bermudagrass, quackgrass, Johnsongrass, nutgrass, poison ivy, trifoliate, or others as specified. All topsoil shall be tested by a reputable laboratory for organic matter content, pH and soluble salts. A pH of 6.0 to 7.5 and an organic content of not less than 1.5 percent by weight is required. If pH value is less than 6.0 lime shall be applied and incorporated with the topsoil to adjust the pH to 6.5 or higher. Topsoil containing soluble salts greater than 500 parts per million shall not be used.

Note: No soil or seed shall be placed on soil which has been treated with soil sterilant or chemicals used for weed control until sufficient time has elapsed to permit dissipation of toxic materials.

b. Grading - The topsoil shall be uniformly distributed and compacted to a minimum of four (4) inches. Spreading shall be performed in such a manner that sodding or seeding can proceed with a minimum of additional soil preparation and tillage. Any irregularities in the surface resulting from topsoiling or other operations shall be corrected in order to prevent the formation of depressions or water pockets. Topsoil shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet, or in a condition that may otherwise be detrimental to proper grading and seedbed preparation.

Note: Topsoil substitutes or amendments as approved by a qualified agronomist or soil scientist, may be used in lieu of natural topsoil. Compost material used to improve the percentage of organic matter shall be provided by a certified supplier.

Compost amendments that are intended to meet specific post-construction stormwater management goals shall further meet the requirements of Appendix 3.6.2 Post Construction Stormwater Management BMP Standards and Specifications, Section 14.0 Soil Amendments.

Source: Symbol: Detail No.

USDA - NRCS Sheet 2 of 2 DE-ESC-3.4.1 Effective July 2023

Standard Detail & Specifications

Vegetative Stabilization

TEMPORARY SEEDING BY RATES, DEPTHS AND DATES

Min No. Species² Seeding Rate¹ Option: Seeding Dates¹ Planting Depth³

1. Certified Seed (lb/acre) 2. 1/4" 3. 1/4" 4. 1/4" 5. 1/4" 6. 1/4" 7. 1/4" 8. 1/4" 9. 1/4" 10. 1/4"

1. Winter seeding requires 3 tons per acre of straw mulch for proper stabilization. 2. May be planted throughout summer if soil moisture is adequate or seeded area can be irrigated. 3. Application as slopes 3:1 or less. 4. Use varieties currently recommended for Delaware. Contact a County Extension Office for information. 5. Warm season grasses such as Wheat may be used between 5/1 and 8/1 if planted. Seed at 3 lbs per acre. Cool season grasses and legumes. Seed after frost through summer at a depth of 0.5".

NOTE: Alternative seed mixes may be used with prior approval from the Department or Delegated Agency.

Source: Symbol: Detail No.

Delaware ESC Handbook Sheet 1 of 4 DE-ESC-3.4.3 Effective July 2023

Standard Detail & Specifications

Vegetative Stabilization

PERMANENT SEEDING AND SEEDING DATES

Min No. Certified Seed¹ Seeding Rate² Option: Seeding Dates¹ Planting Depth³ Remarks

1. Certified Seed (lb/acre) 2. 1/4" 3. 1/4" 4. 1/4" 5. 1/4" 6. 1/4" 7. 1/4" 8. 1/4" 9. 1/4" 10. 1/4"

1. Winter seeding requires 3 tons per acre of straw mulch for proper stabilization. 2. May be planted throughout summer if soil moisture is adequate or seeded area can be irrigated. 3. Application as slopes 3:1 or less. 4. Use varieties currently recommended for Delaware. Contact a County Extension Office for information. 5. Warm season grasses such as Wheat may be used between 5/1 and 8/1 if planted. Seed at 3 lbs per acre. Cool season grasses and legumes. Seed after frost through summer at a depth of 0.5".

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Source: Symbol: Detail No.

Delaware ESC Handbook Sheet 3 of 4 DE-ESC-3.4.3 Effective July 2023

Standard Detail & Specifications

Vegetative Stabilization

PERMANENT SEEDING AND SEEDING DATES (cont.)

Min No. Certified Seed¹ Seeding Rate² Option: Seeding Dates¹ Planting Depth³ Remarks

1. Certified Seed (lb/acre) 2. 1/4" 3. 1/4" 4. 1/4" 5. 1/4" 6. 1/4" 7. 1/4" 8. 1/4" 9. 1/4" 10. 1/4"

1. Winter seeding requires 3 tons per acre of straw mulch for proper stabilization. 2. May be planted throughout summer if soil moisture is adequate or seeded area can be irrigated. 3. Application as slopes 3:1 or less. 4. Use varieties currently recommended for Delaware. Contact a County Extension Office for information. 5. Warm season grasses such as Wheat may be used between 5/1 and 8/1 if planted. Seed at 3 lbs per acre. Cool season grasses and legumes. Seed after frost through summer at a depth of 0.5".

NOTE: Alternative seed mixes may be used with prior approval from the Department or Delegated Agency.

Source: Symbol: Detail No.

Delaware ESC Handbook Sheet 3 of 4 DE-ESC-3.4.3 Effective July 2023

Standard Detail & Specifications

Vegetative Stabilization

Construction Notes:

1. Site Preparation

a. Prior to seeding, install needed erosion and sediment control practices such as diversions, grade stabilization structures, berms, dikes, graded waterways, and sediment basins.

b. Final grading and shaping is not necessary for temporary seedings.

2. Seeded Preparation

It is important to prepare a good seedbed to ensure the success of establishing vegetation. The seedbed should be well prepared, loose, uniform, and free of large clods, rocks, and other objectionable material. The soil surface should not be compacted or crusted.

3. Soil Amendments

a. Lime - Apply liming materials based on the recommendations of a soil test in accordance with the approved nutrient management plan. If a nutrient management plan is not required, apply dolomitic limestone at the rate of 1 to 2 tons per acre. Apply limestone uniformly and incorporate into the top 4 to 6 inches of soil.

b. Fertilizer - Apply fertilizer based on the recommendations of a soil test in accordance with the approved nutrient management plan. If a nutrient management plan is not required, apply a formulation of 10-10-10 at the rate of 600 pounds per acre. Apply fertilizer uniformly and incorporate into the top 4 to 6 inches of soil.

4. Seeding

a. For temporary stabilization, select a mixture from Sheet 1. For a permanent stabilization, select a mixture from Sheet 2 or Sheet 3 depending on the conditions. Alternative seed mixes may be used with prior approval from the Department or Delegated Agency.

b. Apply seed uniformly with a broadcast seeder, drill, outcutter seeder or hydroseeder. All seed will be applied at the recommended rate and planting depth.

c. Seed that has been broadcast should be covered by raking or dragging and then lightly tamped into place using a roller or outcutter. If hydroseeding is used and the seed and fertilizer is mixed, they will be mixed on site and the seeding shall be done immediately and without interruption.

5. Mulching

All mulching shall be done in accordance with detail DE-ESC-3.4.5.

Source: Symbol: Detail No.

Delaware ESC Handbook Sheet 4 of 4 DE-ESC-3.4.3 Effective July 2023

Standard Detail & Specifications

Stabilized Construction Entrance

Construction Notes:

1. Site Preparation

a. Prior to seeding, install needed erosion and sediment control practices such as diversions, grade stabilization structures, berms, dikes, graded waterways, and sediment basins.

b. Final grading and shaping is not necessary for temporary seedings.

2. Seeded Preparation

It is important to prepare a good seedbed to ensure the success of establishing vegetation. The seedbed should be well prepared, loose, uniform, and free of large clods, rocks, and other objectionable material. The soil surface should not be compacted or crusted.

3. Soil Amendments

a. Lime - Apply liming materials based on the recommendations of a soil test in accordance with the approved nutrient management plan. If a nutrient management plan is not required, apply dolomitic limestone at the rate of 1 to 2 tons per acre. Apply limestone uniformly and incorporate into the top 4 to 6 inches of soil.

b. Fertilizer - Apply fertilizer based on the recommendations of a soil test in accordance with the approved nutrient management plan. If a nutrient management plan is not required, apply a formulation of 10-10-10 at the rate of 600 pounds per acre. Apply fertilizer uniformly and incorporate into the top 4 to 6 inches of soil.

4. Seeding

a. For temporary stabilization, select a mixture from Sheet 1. For a permanent stabilization, select a mixture from Sheet 2 or Sheet 3 depending on the conditions. Alternative seed mixes may be used with prior approval from the Department or Delegated Agency.

b. Apply seed uniformly with a broadcast seeder, drill, outcutter seeder or hydroseeder. All seed will be applied at the recommended rate and planting depth.

c. Seed that has been broadcast should be covered by raking or dragging and then lightly tamped into place using a roller or outcutter. If hydroseeding is used and the seed and fertilizer is mixed, they will be mixed on site and the seeding shall be done immediately and without interruption.

5. Mulching

All mulching shall be done in accordance with detail DE-ESC-3.4.5.

Source: Symbol: Detail No.

Adapted from VA ESC Handbook Sheet 1 of 2 SCE DE-ESC-3.4.7 Effective July 2023

Standard Detail & Specifications

Stabilized Construction Entrance

Equipment wheel track + 2"

Section A-A (Opt.)

Construction Notes:

1. Stone size - Use DE-#3 stone.

2. Length - As required, but not less than 50 feet (except on a single residence lot where a 30 foot minimum length would apply).

3. Thickness - Not less than 18 inches (8" inches).

4. Width - Ten (10) foot minimum, but not less than the full width at points where ingress or egress occurs.

5. Gravel - Type GS-1 placed over the entire area prior to placing of stone.

6. Surface Water - All surface water flowing or diverted toward construction entrances shall be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.

7. Maintenance - The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleaning of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.

8. Mulching - Vehicle wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

9. Inspection - Periodic inspection and needed maintenance shall be provided after each rain.

Source: Symbol: Detail No.

Adapted from VA ESC Handbook Sheet 1 of 2 SCE DE-ESC-3.4.7 Effective July 2023

Standard Detail & Specifications

Construction Site Pollution Prevention

Delaware NPDES Discharge Permit

General Permit for Discharge of Stormwater from Construction Activities

((Project Name))

((NOI Permit Number))

((Agency Plan Approval ID))

((Contact Name & Number for Additional Site Information))

((Contact Name & Number to Obtain Copy of Approved Plan))

If you observe indicators of stormwater pollutants in the discharge or in the receiving waterbody, call the DNREC Spill Notification 24 Hour Hotline at 1-800-662-8802

Example Construction General Permit (CGP) Signage

NOTES:

1. Minimum sign size 2' x 2'

2. Minimum text size 1"

3. Sign must be posted at a safe, publicly accessible location close to construction site

4. Sign must be visible from the public road right-of-way (ROW) intersection

5. Signage posted within a 100-foot or other public road right-of-way (ROW) intersection in accordance with all local and/or State requirements in regard to safety, location, orientation, etc.

Source: Symbol: Detail No.

Delaware ESC Handbook Sheet 2 of 4 DE-ESC-3.6.1 Effective July 2023

Standard Detail & Specifications

Construction Site Pollution Prevention

Notes:

The Construction Site Pollution Prevention Plan includes the following elements:

1. Material Inventory

Document the storage and use of the following materials:

a. Concrete

b. Degreasers

c. Paints (enamel and latex)

d. Cleaning solvents

e. Pesticides

f. Wood scraps

g. Fertilizers

h. Petroleum based products.

2. Good housekeeping practices

a. House only enough product required to do the job.

b. Store all materials in a neat, orderly manner in their original labeled containers and covered.

c. Do not mix different substances.

d. When possible, use all of a product prior to disposal of the container.

e. Manufacturers' instructions for disposal should be strictly adhered to.

f. Designate someone to inspect all BMPs daily.

3. Waste management practices

a. Collect and store all waste materials in securely lidded dumpsters in a location that does not drain to a waterbody.

b. Salvage and/or recycle waste materials wherever possible.

c. The dumpsters shall be emptied a minimum of twice per week, or more if necessary. The licensed trash hauler is responsible for cleaning out dumpsters.

Source: Symbol: Detail No.

Adapted from USEPA Pub. 840-B-92-002 Sheet 1 of 4 DE-ESC-3.6.1 Effective July 2023

Standard Detail & Specifications

Construction Site Pollution Prevention

Notes (cont.)

d. Dispose of all trash in accordance with all applicable Delaware laws.

e. Littering is strictly prohibited. Trash cans should be placed at all lunch spots and recycle bins should be placed near the construction trailer.

f. If fertilizer bags can not be stored in a weather-proof location, they should be kept on a pallet and covered with plastic sheeting which is overlapped and anchored.

4. Equipment maintenance practices

a. If possible, equipment should be taken to off-site commercial facilities for washing and maintenance.

b. If performed on-site, wash vehicles with high-pressure water spray without detergents in an area contained by an impervious berm.

c. Use drip pans for all equipment maintenance.

d. Inspect equipment for leaks on a daily basis.

e. Direct washout from concrete trucks into a temporary pit for hardening and proper disposal.

f. Equip fuel nozzles with automatic shut-off valves.

g. Dispose of used products such as oil, antifreeze, solvents and tires in accordance with manufacturers' recommendations and local, state and federal laws and regulations.

5. Spill prevention practices

a. Identify potential spill areas and contain them in covered areas with no connection to the storm drain system.

b. Post warning signs in hazardous material storage areas.

c. Perform preventive maintenance on all tanks, valves, pumps, pipes and other equipment as necessary.

d. Prioritize low or non-toxic substances for use.

Source: Symbol: Detail No.

Adapted from USEPA Pub. 840-B-92-002 Sheet 3 of 4 DE-ESC-3.6.1 Effective July 2023

Standard Detail & Specifications

Construction Site Pollution Prevention

Notes (cont.)

e. Prominently post contact information for reporting spills through the DNREC 24-Hour Toll Free Number.

6. Education

a. Include Best Management Practices (BMPs) for construction site pollution control as part of regular progress meetings.

b. Information regarding waste management, equipment maintenance and spill prevention should be prominently posted in the construction trailer.

CONTACT INFORMATION

DNREC 24-Hour Toll Free Number 800-662-8802

DNREC Solid & Hazardous Waste Management Section 302-739-8403

Source: Symbol: Detail No.

Adapted from USEPA Pub. 840-B-92-002 Sheet 4 of 4 DE-ESC-3.6.1 Effective July 2023

Standard Detail & Specifications

Concrete Washout

DATA TO BE PROVIDED

Plan View

Section A-A

Alternate Liner Option

Construction Notes:

1. Locate washout area a minimum of 50 feet from open channels, storm drain inlets, wetlands or waterbodies.

2. Locate washout area so that it is accessible to concrete equipment (service with a minimum 10 foot wide gravel accessway), but so it is not in a highly active construction area causing accidental damage.

3. Minimum dimensions for prefabricated units are 4 feet by 4 feet by 1 foot deep with a minimum 4 mil polyethylene plastic liner. Minimum dimensions for constructed concrete washout areas are 6 feet by 6 feet by 3 feet deep, with a minimum 10 mil polyethylene liner, 2:1 side slopes, and a 1 foot high by 1 foot wide compacted fill berm.

4. The liner must be free of tears or holes and placed over smooth surfaces to prevent puncturing. For excavated washouts, anchor the liner underneath the berm or overlap with sandbags or concrete blocks to hold in place.

5. Provide a sign designating the washout area, and for large construction sites, provide signs throughout directing traffic to its location.

6. Allow washed out concrete mixture to harden through evaporation of the wastewater. Once the facility has reached 75 percent of its capacity, remove the hardened concrete by reusing the broken aggregate onsite, recycling, or disposing of offsite. The hardened material can be buried on site with minimum of 1 foot of clean, compacted fill.

7. Apply a new liner before reusing the station for additional washouts after maintenance has occurred.

Source: Symbol: Detail No.

Adapted from Colorado Urban Storm Drainage Criteria Manual, Vol. 3 CW DE-ESC-3.6.2 Effective July 2023

Standard Detail & Specifications

Concrete Washout

Construction Notes:

1. Locate washout area a minimum of 50 feet from open channels, storm drain inlets, wetlands or waterbodies.

2. Locate washout area so that it is accessible to concrete equipment (service with a minimum 10 foot wide gravel accessway), but so it is not in a highly active construction area causing accidental damage.

3. Minimum dimensions for prefabricated units are 4 feet by 4 feet by 1 foot deep with a minimum 4 mil polyethylene plastic liner. Minimum dimensions for constructed concrete washout areas are 6 feet by 6 feet by 3 feet deep, with a minimum 10 mil polyethylene liner, 2:1 side slopes, and a 1 foot high by 1 foot wide compacted fill berm.

4. The liner must be free of tears or holes and placed over smooth surfaces to prevent puncturing. For excavated washouts, anchor the liner underneath the berm or overlap with sandbags or concrete blocks to hold in place.

5. Provide a sign designating the washout area, and for large construction sites, provide signs throughout directing traffic to its location.

6. Allow washed out concrete mixture to harden through evaporation of the wastewater. Once the facility has reached 75 percent of its capacity, remove the hardened concrete by reusing the broken aggregate onsite, recycling, or disposing of offsite. The hardened material can be buried on site with minimum of 1 foot of clean, compacted fill.

7. Apply a new liner before reusing the station for additional washouts after maintenance has occurred.

Source: Symbol: Detail No.

Adapted from Colorado Urban Storm Drainage Criteria Manual, Vol. 3 CW DE-ESC-3.6.2 Effective July 2023

Standard Detail & Specifications

Concrete Mixing Operation

Plan View

Section View

Construction Notes:

1. Locate concrete mixing and containment area a minimum of 50 feet from open channels, storm drain inlets, wetlands or waterbodies.

2. Locate concrete mixing and containment area so that it is accessible to telescopic lifts (service with a minimum 10 foot wide gravel or paved accessway), but so it is not in a highly active construction area causing accidental damage.

3. Minimum volume for installed containment areas are 3.5 cubic feet per cubic foot of mixing capacity. The installed containment area must encompass the storage silo and mixing unit, and be surrounded on three sides minimum by a 12" high stone berm (DE #57) or 18" compost log.

4. The 10-mil poly liner must be free of tears or holes and placed over smooth surfaces to prevent puncturing. The liner shall cover the perimeter control and be secured on the backside using cement or sandbags, or keyed into the ground a minimum of 6".

5. Allow cementitious waste to harden through evaporation of the wastewater. Once the facility has reached 75 percent of its capacity, remove the hardened concrete by reusing the broken aggregate onsite, recycling, or disposing of offsite. The hardened material can be buried on site with minimum of 1 foot of clean, compacted fill.

6. Apply a new liner before reusing the station for additional mixing after maintenance has occurred.

Source: Symbol: Detail No.

Adapted from MNDOT Concrete Manual, Chap. 4 CMO DE-ESC-3.6.3 Sheet 1 of 2 Effective July 2023

Standard Detail & Specifications

Concrete Mixing Operation

Construction Notes:

1. Locate concrete mixing and containment area a minimum of 50 feet from open channels, storm drain inlets, wetlands or waterbodies.

2. Locate concrete mixing and containment area so that it is accessible to telescopic lifts (service with a minimum 10 foot wide gravel or paved accessway), but so it is not in a highly active construction area causing accidental damage.

3. Minimum volume for installed containment areas are 3.5 cubic feet per cubic foot of mixing capacity. The installed containment area must encompass the storage silo and mixing unit, and be surrounded on three sides minimum by a 12" high stone berm (DE #57) or 18" compost log.

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5. Allow cementitious waste to harden through evaporation of the wastewater. Once the facility has reached 75 percent of its capacity, remove the hardened concrete by reusing the broken aggregate onsite, recycling, or disposing of offsite. The hardened material can be buried on site with minimum of 1 foot of clean, compacted fill.

6. Apply a new liner before reusing the station for additional mixing after maintenance has occurred.

Source: Symbol: Detail No.

Adapted from MNDOT Concrete Manual, Chap. 4 CMO DE-ESC-3.6.3 Sheet 2 of 2 Effective July 2023

Standard Detail & Specifications

Fueling & Spill Control

DATA TO BE PROVIDED

Plan View

Section A-A

Construction Notes:

1. Fueling should only take place in designated designated areas, away from downstream drainage facilities and watercourses.

2. Fueling must be with nozzles equipped with automatic shut-off control drips. Do not top off.

3. Protect the areas where equipment or vehicles are being repaired, maintained, fueled or parked from storm water run-on and runoff.

4. Use barriers such as berms to prevent storm water run-on and runoff, and to contain spills.

5. Place a "Fueling Area" sign next to each fueling area.

6. Store hazardous materials such as fuel, solvents, oil and chemicals in secondary containment.

7. Inspect vehicles and equipment for leaks on each day of use. Repair fluid and oil leaks immediately.

8. Absorbent spill clean-up materials and spill kits must be available in fueling areas and on fuel trucks.

9. If fueling is to take place at night, make sure the fueling area is sufficiently illuminated.

10. Properly dispose of used oil, fluids, lubricants and spill clean-up materials.

CLEAN UP SPILLS

1. If it is safe to do so, immediately contain and clean up any chemical and/or hazardous material spills.

2. Properly dispose of used oil, fluids, lubricants and spill clean-up materials.

3. Do not bury spills or wash them down with water.

LEAKS AND DRIPS

1. Use drip pans or absorbent pads at all times. Place under and around leaky equipment.

2. Do not allow oil, grease, fuel or chemicals to drip onto the ground.

3. Have spill kits and clean up material on-site.

4. Repair leaky equipment promptly or remove problem vehicles and equipment from the site.

5. Store contaminated waste in sealed containers constructed of suitable material. Label these containers properly.

6. Clean up all spills and leaks. Promptly dispose of waste and spent clean up materials.

Source: Symbol: Detail No.

Delaware ESC Handbook Sheet 2 of 2 DE-ESC-3.6.4 Sheet 1 of 2 Effective July 2023

Standard Detail & Specifications

Fueling & Spill Control

Construction Notes:

1. Fueling should only take place in designated designated areas, away from downstream drainage facilities and watercourses.

2. Fueling must be with nozzles equipped with automatic shut-off control drips. Do not top off.

3. Protect the areas where equipment or vehicles are being repaired, maintained, fueled or parked from storm water run-on and runoff.

4. Use barriers such as berms to prevent storm water run-on and runoff, and to contain spills.

5. Place a "Fueling Area" sign next to each fueling area.

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5. Store contaminated waste in sealed containers constructed of suitable material. Label these containers properly.

6. Clean up all spills and leaks. Promptly dispose of waste and spent clean up materials.

Source: Symbol: Detail No.

Delaware ESC Handbook Sheet 2 of 2 DE-ESC-3.6.4 Sheet 2 of 2 Effective July 2023

Standard Detail & Specifications

Soil Stockpile

Plan View

Section A-A

Construction Notes:

1. Locate stockpiles so that they are 50 feet from any storm drain inlet, open channel, wetland or waterbody. Redirect any concentrated flow around the stockpile using an approved erosion and sediment control measure.

2. Secure the perimeter of the stockpile with an approved erosion and sediment control perimeter device.

3. If stockpile is to remain inactive for more than 14 calendar days, the stockpile must be vegetated. Follow the temporary vegetation specifications. The vegetation chosen shall last the duration of the stockpile. The stockpile shall be restabilized if the temporary vegetation dies or erosion results.

Source: Symbol: Detail No.

Adapted from Colorado Urban Storm Drainage Criteria Manual, Vol. 3 SP DE-ESC-3.7.3 Sheet 1 of 2 Effective July 2023

Standard Detail & Specifications

Soil Stockpile

Construction Notes:

1. Locate stockpiles so that they are 50 feet from any storm drain inlet, open channel, wetland or waterbody. Redirect any concentrated flow around the stockpile using an approved erosion and sediment control measure.

2. Secure the perimeter of the stockpile with an approved erosion and sediment control perimeter device.

3. If stockpile is to remain inactive for more than 14 calendar days, the stockpile must be vegetated. Follow the temporary vegetation specifications. The vegetation chosen shall last the duration of the stockpile. The stockpile shall be restabilized if the temporary vegetation dies or erosion results.

Source: Symbol: Detail No.

Adapted from Colorado Urban Storm Drainage Criteria Manual, Vol. 3 SP DE-ESC-3.7.3 Sheet 2 of 2 Effective July 2023

DELaware ARMY NATIONAL GUARD

BBTS TRANSIENT TRAINING OFFICERS BARRACKS

BETHANY BEACH, DELAWARE

SEDIMENT AND EROSION CONTROL DETAILS SHEET

DATE: 07/02/24

NO. 1

DESCRIPTION: ISSUED FOR ADDENDUM 13

ISSUE DATE: 08/22/24

SOLICITATION NO: NGB FN 00103

CONTRACT NO: DEARNG 2020-16

PROJECT NO: 213-76984-20001

DESIGNED BY: JCM

DRAWN BY: JCM

CHECKED BY: KAR

SUBMITTED BY: KAR

SIZE: ANSI D

TETRA TECH

2400 Continental Drive, Suite 200

Newark, Delaware 19713

(302) 738-7551

(302) 454-5565

SHEET ID

C-10B

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