

SPECIFICATIONS FOR

**DELAWARE ARMY NATIONAL GUARD
FIELD MAINTENANCE SHOP #1
SELECTIVE DEMOLITION
1420 NEWPORT GAP PIKE
WILMINGTON, DELAWARE 19808
DEARNG #2020-25
FEDERAL #1010A850030**

Prepared for

Delaware Army National Guard
Armed Forces Reserve Center
DEARNG/FMD
1 Vavala Way
New Castle, Delaware 19720

Prepared by

Davis, Bowen & Friedel, Inc.
Architects, Engineers and Surveyors
1 Park Avenue
Milford, Delaware 19963

BID SET

TABLE OF CONTENTS

- A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.
- B. DOCUMENTS BOUND HEREWITH

DIVISION 00

Section

BIDDING AND CONTRACT REQUIREMENTS

.....INTRODUCTORY INFORMATION

00 01 01 Project Title Page

00 01 07 Seals Page

00 01 10 Table of Contents

00 01 15 List of Drawing Sheets

.....PROCUREMENT REQUIREMENTS

00 11 13 Advertisement for Bids

00 21 13 Instructions to Bidders

00 41 13 Bid Form

--- Bid Form – Affidavit of Contractor Qualifications

--- Bid Form – Non-Collusion Statement

--- Bid Form – Affidavit of Employee Drug Testing Program

00 43 13 Bid Bond

.....CONTRACTING REQUIREMENTS

00 52 13 Standard Form of Agreement Between Owner and Contractor
(Sample AIA A101-2017)

00 52 14 Insurance and Bonds
(Sample AIA A101 – 2017 Exhibit A)

00 54 13 Supplement to Agreement Between Owner and Contractor
(AIA A101-2017)

00 54 14 Supplement to A101-2017 – Exhibit A, Insurance and Bonds

00 61 13.13 Performance Bond

00 61 13.16 Payment Bond

00 62 76 Application and Certificate for Payment Forms
(Sample AIA G702 & G703)

00 62 77 Allowance Access Authorization Form

00 72 13 General Conditions of the Contract for Construction
(Sample AIA A201-2017)

00 73 13 Supplementary General Conditions

00 73 43 Wage Rate Requirements

00 73 46 Wage Determination Schedule

00 73 73.13 DEARNG Statutory Requirements

00 81 13 General Requirements

00 81 14 Employee Drug Testing Forms
(Sample Drug Testing Forms)

00 81 15 Affidavit of Craft Training Compliance

DIVISION 01

Section

01 11 00	Summary of the Work
01 21 00	Allowances
01 26 00	Contract Modification Procedures
01 29 00	Payment Procedures
01 31 19	Project Meetings
01 33 00	Submittal Procedures
01 35 53.23	DEARNG Security Requirements and Procedures
01 50 00	Temporary Facilities and Controls
01 57 13	Temporary Erosion & Sediment Control
01 74 19	Construction Waste Management and Disposal
01 77 00	Closeout Procedures

DIVISION 02

Section

02 41 19	Selective Demolition
----------	----------------------

DIVISION 22

Section

22 04 99	Common Work Requirements for Plumbing
----------	---------------------------------------

DIVISION 23

Section

23 04 99	Common Work Requirements for HVAC
----------	-----------------------------------

DIVISION 26

Section

26 04 99	Common Work Requirements for Electrical
----------	---

DIVISION 31

Section

31 20 00	Earth Moving
31 25 00	Erosion & Sediment Control
31 32 00	Soil Stabilization

DIVISION 32

Section

32 92 00	Turf and Grasses
----------	------------------

APPENDIX

TAG Policy Memorandum No. 6 - Delaware National Guard Tobacco-Free Workplace Policy

END OF TABLE OF CONTENTS

SECTION 00 01 15

LIST OF DRAWING SHEETS

T1 Title Sheet
T2 Symbols & Abbreviations
C1 Preconstruction Site Stormwater Management Plan
C2 Construction Site Stormwater Management Plan
C3 Proposed Site Plan
C4 Construction Site Details
C5 Construction Site Details
D1.1..... Demolition Floor Plan
DP1.1 .. Plumbing Demolition Plan
DM1.1. Mechanical Demolition Plan
E-1 Partial Site Plan – Power & Special Systems Removal Work
E-2 Floor Plan – Power & Special Systems Removal Work
E-3 Single Line Diagram

END OF SECTION

This page intentionally left blank.

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Sealed bids for **DEARNG Contract 2020-25; ARNG 20025 – FMS1SDEMO** will be received by the Delaware Army National Guard by mail or at the Security Officers Desk in the Main Lobby of the Biden National Guard/Reserve Center, 1 Vavala Way, New Castle, Delaware 19720 until **1:00 PM local time on Monday, December 11, 2023**, at which time they will be publicly read aloud in the Multi-Purpose Room.

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

The FMS1 Selective Demolition project includes demolition of select real property assets at the FMS 1, located at 1430 Newport Gap Pike, Wilmington, DE 19804.

A **MANDATORY** Pre-Bid Meeting will be held on **Friday, November 17, 2023 at 11:00AM local time** at the FMS 1, 1420 Newport Gap Pike, Wilmington, DE 19804 for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend the meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be mailed and addressed to the Delaware Army National Guard, 1 Vavala Way, New Castle, Delaware 19720; **ATTN: Brittney M. Poore**. The outer envelope should clearly indicate: **“DEARNG Contract 2020-25; ARNG 20025-FMS1SDEMO – FMS1 Selective Demolition – SEALED BID – DO NOT OPEN.”**

Contract documents will be available at the Pre-Bid meeting and afterwards at Davis, Bowen & Friedel, Inc., 1 Park Avenue, Milford, DE 19963, phone (302) 424-1441, upon receipt of \$50.00 per set, non-refundable. Checks are to be made payable to “Davis, Bowen & Friedel, Inc.”.

Construction specification documents will be available for review at the office of Davis, Bowen & Friedel, 1 Park Avenue, Milford, DE 19963.

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

Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days' notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

END OF ADVERTISEMENT FOR BIDS

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

ARTICLE 2: BIDDER'S REPRESENTATION

2.1 PRE-BID MEETING

2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

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

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics

of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.4 ADDENDA
- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
- 4.2 BID SECURITY
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn, or all Bids have been rejected.

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

4.3 SUBCONTRACTOR LIST

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

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

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

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

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

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

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

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

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

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

4.7 PREVAILING WAGE REQUIREMENT

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

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

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

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

4.8 SUBMISSION OF BIDS

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

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

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

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

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

- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

- 6.2 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

END OF SECTION

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD
DEARNG #2020-25. FEDERAL #1010A850030
SELECTIVE DEMOLITION
FIELD MAINTENANCE SHOP #1
WILMINGTON, DELAWARE 19808

SECTION 00 41 13

BID FORM

For Bids Due: _____

**To: Delaware Army National Guard
1 Vavala Way
New Castle, DE 19720**

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License Nos.): _____

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

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

\$ _____
(\$ _____)

ALLOWANCES

Allowances conform to applicable project specification section. Refer to specifications section 01 21 00 – Allowances for a complete description of the following Allowances.

ALLOWANCE No. 1: Provide an allowance of \$20,000.00 for unforeseen conditions.

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD
DEARNG #2020-25. FEDERAL #1010A850030
SELECTIVE DEMOLITION
FIELD MAINTENANCE SHOP #1
WILMINGTON, DELAWARE 19808

BID FORM

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

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

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within **90** calendar days of the Notice to Proceed.

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

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

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

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

(State of Corporation)

Business Address: _____

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

(Title)
Date: _____

ATTACHMENTS

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

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD
DEARNG #2020-25. FEDERAL #1010A850030
SELECTIVE DEMOLITION
FIELD MAINTENANCE SHOP #1
WILMINGTON, DELAWARE 19808

BID FORM

SUBCONTRACTOR LIST

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1.			
A.			
B.			
C.			
2.			
A.			
B.			
C.			
3.			
A.			

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD
DEARNG #2020-25. FEDERAL #1010A850030
SELECTIVE DEMOLITION
FIELD MAINTENANCE SHOP #1
WILMINGTON, DELAWARE 19808

B.			
C.			
4.			
A.			
B.			
C.			
5.			
A.			
B.			
C.			

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD
DEARNG #2020-25. FEDERAL #1010A850030
SELECTIVE DEMOLITION
FIELD MAINTENANCE SHOP #1
WILMINGTON, DELAWARE 19808

**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

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

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

Contractor Name: _____

Contractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

NOTARY PUBLIC _____

My Commission expires _____.

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

This page intentionally left blank.

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD
DEARNG #2020-25. FEDERAL #1010A850030
SELECTIVE DEMOLITION
FIELD MAINTENANCE SHOP #1
WILMINGTON, DELAWARE 19808

NON-COLLUSION
SUSPENSION/DEBARMENT
DISCLOSURE STATEMENT

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

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ If yes, please explain (use separate page and include with Bid Form.)

All the terms and conditions of this project have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

E-MAIL:

PHONE NUMBER:

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

My Commission expires _____. NOTARY PUBLIC _____.

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

This page intentionally left blank.

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

NOTARY PUBLIC _____

My Commission expires _____.

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

This page intentionally left blank.

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. **DEARNG 2020-25**, to be paid to the **State** for the use and benefit of _____
_____ (*insert State agency name*) for which payment well and truly to be
made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and
severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
Presence of

Corporate
Seal
Attest _____

By:

Name of Bidder (Organization)

Authorized Signature

Title

Name of Surety

Witness: _____

By:

Title

This page intentionally left blank.

SECTION 00 52 13

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

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

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

AIA[®] Document A101[™] – 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

AIA Document A101[™] – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:33:05 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(2034395503)

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

Init.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:33:05 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(2034395503)

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

[] By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

Init.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:33:05 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(2034395503)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

Init.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

§ 8.3 The Contractor's representative:

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

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

Init.

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

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.



AIA[®] Document A101[™] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

- A.1 **GENERAL**
- A.2 **OWNER'S INSURANCE**
- A.3 **CONTRACTOR'S INSURANCE AND BONDS**
- A.4 **SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201[™]-2017, General Conditions of the Contract for Construction. Article 11 of A201[™]-2017 contains additional insurance provisions.

companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

Init.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

Init.

including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

Init.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

Init.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- ☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

Coverage	Limits

Init.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

SECTION 00 54 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

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

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check the box "Other" – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

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

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

END OF SECTION

This page intentionally left blank.

SECTION 00 54 14

SUPPLEMENT TO A101-2017 – EXHIBIT A - INSURANCE & BONDS

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

ARTICLE A.2 OWNER’S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

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

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.1 Strike the last sentence of the paragraph.

A.3.1.3 Additional Insured Obligations

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

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

Delete the second sentence in its entirety.

A.3.2.2.1 Insert “\$1,000,000.00” in the blank for each occurrence.

Insert "\$3,000,000.00" in the blank for general aggregate.
Insert "\$3,000,000.00" in the blank for aggregate for products-completed operations hazard.

A.3.2.3 Insert "\$1,000,000.00" in the blank for per accident.

A.3.2.6 Insert "\$500,000.00" in the blank for each accident.
Insert "\$500,000.00" in the blank for each employee.
Insert "\$500,000.00" in the blank for policy limit.

A.3.2.8 Insert "\$1,000,000.00" in the blank for per claim.
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.9 Insert "\$1,000,000.00" in the blank for per claim.
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.10 Insert "\$2,000,000.00" in the blank for per claim.
Insert "\$4,000,000.00" in the blank for in the aggregate.

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

A.3.3.2.3 Insert "\$1,000,000.00" in the blanks for per claim.
Insert "\$3,000,000.00" in the blanks for in the aggregate.

A.3.4 Insert the actual contract price in both the Payment Bond and the Performance Bond Penal Sum blanks. It must be 100% of the contract price.

Strike the last sentence in this section and replace with "Payment and Performance Bonds shall be in the standard form issued by the Delaware Office of Management and Budget."

END OF SECTION

PERFORMANCE BOND

Bond Number: _____

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

Sealed with our seals and dated this _____ day of _____, 20__.

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest:

Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

PAYMENT BOND

Bond Number: _____

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

Sealed with our seals and dated this _____ day of _____, 20__.

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest:

Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SECTION 00 62 76

APPLICATION AND CERTIFICATE FOR PAYMENT FORMS

The Application and Certificate for Payment Forms (AIA G702 & G703) are part of this project manual as included herein.

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001 Distribution to:
OWNER: X
PERIOD TO: ARCHITECT: X
CONTRACT FOR: General Construction CONTRACTOR: X
CONTRACT DATE: FIELD:
PROJECT NOS: / / OTHER:

FROM CONTRACTOR: VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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.

1. ORIGINAL CONTRACT SUM \$ 0.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
5. RETAINAGE:
a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
b. 0 % of Stored Material (Column F on G703) \$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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.

This page intentionally left blank.



Continuation Sheet

AIA Document, G702TM-1992, Application and Certification for Payment, or G736TM-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in U/S dollars.

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

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:40:58 on 04/05/2017 under Order No.0995397060_1 which expires on 11/12/2017, and is not for resale.

User Notes: (18178658131)

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

ALLOWANCE AUTHORIZATION

Project:

Architect: Davis, Bowen & Friedel, Inc.

Project No.

Contractor:

AAA No.:

Initiation Date:

The Allowance is allocated as follows:

Total original Contract Allowance was: \$ _____
Amount of Contract Allowance Access previously authorized: \$ _____
Adjusted Contract Allowance prior to this authorization is: \$ _____
The amount of available Allowance will Decrease by this Access Authorization: \$ _____
The remaining Contract Allowance, after this Access Authorization will be: \$ _____

Recommended by:
Architect

By (Signature): _____

Date: _____

Accepted by:
Contractor

By (Signature): _____

Date: _____

Approved by:
Owner

By (Signature): _____

Date: _____

This page intentionally left blank.

SECTION 00 72 13

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

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

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:

“3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.”

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

3.5 WARRANTY

Add the following Sections:

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

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

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

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

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

3.8 ALLOWANCES

Add the following Section:

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

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

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

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

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

3.12.10.2 Strike "to" between "professional" and certify" and replace with "shall".

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

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

4.2.7 Strike the second sentence and replace with the following:

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

Add the following Section:

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

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

ARTICLE 5: SUBCONTRACTORS

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

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

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

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

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

Add the following Section:

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

- 6.1.4 Strike Section 6.1.4 in its entirety.
- 6.2 MUTUAL RESPONSIBILITY
- 6.2.3 Strike “shall” and replace with “may” in the second sentence.

ARTICLE 7: CHANGES IN THE WORK

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

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

- 8.2.1 Add the following Section:
 - “8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements.”
- 8.2.2 After “by the Contractor” strike “and” and insert “to”.
- 8.2.4 Add the following Section:
 - “8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.”

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Section:
 - “8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of

such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.”

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

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

Add the following Section:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

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

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

9.3 APPLICATIONS FOR PAYMENT

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

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

Add the following Sections:

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

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

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

9.7 FAILURE OF PAYMENT

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

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

9.8 SUBSTANTIAL COMPLETION

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

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

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

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

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the 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

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

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.”

Strike Section 15.2.6 and its sub-Sections in their entirety.

15.3 MEDIATION

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

- 15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.
- 15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.
- 15.3.3 Strike Section 15.3.3 in its entirety.
- 15.4 ARBITRATION
- Strike Section 15.4 and its Subsections in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

This page intentionally left blank.

SECTION 00 73 43

WAGE RATE REQUIREMENTS

PART 1 - GENERAL

- A. A certified copy of the March 15, 2023, Prevailing Wage Rates for Building Construction are included in this section. In the event that a contract is not executed within one hundred twenty (120) days from the earliest date the specifications are published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.
- B. The Contractor will not be entitled to increases in the contract sum as a result of changing Prevailing Wage Rates which may occur during the bidding or construction phases of this project.
- C. Public agencies (covered by the provisions of 29 Del.C. §6960) are required to use the rates which are in effect on the date of the publication of specifications for a given project. "Date of publication" means the date on which the specifications are made available to interested persons (as specified in the published bid notice). In the event that a contract is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.
- D. It is the contractor's responsibility to:
 - 1. Verify with the Department of Labor that the State of Delaware prevailing wage rate schedule presented by the architect inside the project manual is **current** and **certified** for use for each project/contract.
 - 2. Post in prominent locations at each contract's work site all prevailing wage rate schedules applicable to said contract.
 - 3. Verify that the contractor and sub-contractors furnish weekly the sworn payroll information for each said Public Construction Contract to the Delaware Department of Labor.
- E. The following sample payroll report is provided for informational purposes only and is to be utilized as required by the State of Delaware Department of Labor.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION

This page intentionally left blank.

PAYROLL REPORT
NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

Delaware Department of Labor
DIA-Office of Labor Law Enforcement
4425 N. Market Street-3rd Floor
Wilmington, DE 19802
302-761-8320

PHONE:

PROJECT AND LOCATION

WEEK ENDING DATE

CONTRACT NUMBER

DATE OF PREVAILING WAGE DETERMINATION USED ON THIS PROJECT:

NAME, ADDRESS AND
SOCIAL SECURITY NUMBER
OF EMPLOYEE

WORK
CLASSIFICATION

DAY & DATE & HOURS WORKED EACH DAY

TOTAL HOURS &
RATE OF PAY

HOURS RATE

DEDUCTIONS

FICA

FWT

SWT

NET
WAGES
PAID

HOURLY
VALUE OF
FRINGES

1.

2.

3.

4.

5.

6.

7.

8.

DATE _____

I, _____ (Name of signatory party) _____ (Title)

do hereby state:

1. That I pay or supervise the payment of persons employed by

_____, 20____ and ending on the _____ day of _____ on the _____

(Contractor or Subcontractor)

(public project)

that during the payroll period commencing on the _____ day of _____, 20____

_____, 20____ all persons employed on said project

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of the contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

List only those fringe benefits:

For which the employer has paid; and
Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for explanation of how hourly value of benefits is to be computed.)

HOURLY COST OF BENEFITS									
(List in same order shown on front of record)									
Employee									
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I realize that making a false statement under oath is a crime in State of Delaware

Signature

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS _____ DAY OF _____, A.D. 20____

Notary Public

An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of \$1,000.00 and \$5,000. for each violation.

PAYROLL REPORT

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐
ABC Contractors

Delaware Department of Labor

State of Delaware
Department of Labor
4425 N. Market Street
Wilmington, DE 19802
302-761-8200

ADDRESS:

210 Lakeview Road
Sometown, DE 99999
PHONE:
(555) 555-5555

PROJECT AND LOCATION

Sample project for demonstration only

WEEK ENDING DATE

07/21/2013

CONTRACT NUMBER

54-67-89

DATE OF PREVAILING WAGE DETERMINATION BEING USED ON THIS PROJECT:

01/01/2012

NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WORK CLASSIFICATION	DAY & DATE & HOURS WORKED EACH DAY														GROSS AMOUNT EARNED PROJECT / ALL	DEDUCTIONS					NET WAGES PAID	HOURLY VALUE OF FRINGES		
		07/15							07/16								TOTAL HOURS & RATE OF PAY		FICA	FWT	SWT			LOCAL	OTHER
		M	T	W	T	F	S	S	M	T	W	T	F	S	S		HOURS	RATE							
1. Jane Doe 71 Pineapple Lane Sometown, DE 99999 xxx-xx-9999	Pipe Fitter	0	8	8	8	0	0	0	0	0	0	0	0	0	0	24	18.00	432.00 720.00	55.08	96.83	29.06	0.00	38.88	500.15	10.50
2. John Doe P.O. Box 999 Sometown, DE 99999 xxx-xx-9999	Sheetmetal Worker	0	8	8	8	0	0	0	0	0	0	0	0	0	0	24	20.00		61.20	116.83	33.50	0.00	43.20	545.27	10.50
3. John Q. Public 2300 Arena Avenue Sometown, DE 99999 xxx-xx-9999	Truck Driver	0	8	8	8	0	0	0	0	0	0	0	0	0	0	24	22.00	67.32	72.53	30.24	0.00	47.52	662.39	10.50	
4. John Smith 36 Mimosa Lane Sometown, DE 99999 xxx-xx-9999	Laborer	0	8	8	8	0	0	0	0	0	0	0	0	0	0	24	14.00	42.84	58.38	18.06	0.00	30.24	410.48	10.50	
5.		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.00								
6.		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
7.		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
8.		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									

DATE 07/25/2013

I, Cory Smith, President
(Name of Signatory Party) (Title)

do hereby state:

I. That I pay or supervise the payment of the persons employed by

ABC Contractors on the
(Contractor or Subcontractor)

public project #123 ;

(public project)

that during the payroll period commencing on the 15 day of

July, 2013, and ending on the 21 day of

July, 2013, all persons employed on said project

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of \$1,000.00 to \$5,000.00 for each violation.

List only those fringe benefits:

For which the employer has paid; and

Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for the explanation of how hourly value of benefits is to be computed.)

HOURLY COST OF BENEFITS									
(List in same order shown on front of record)									
Emp	H&W	Pens	Vac	App	Oth	Union	Cash	Total	
1.	1.00	1.50	2.00	1.00	1.50	1.50	0.00	10.50	
2.	1.00	1.50	2.00	1.00	1.50	1.50	0.00	10.50	
3.	1.00	1.50	2.00	1.00	1.50	1.50	0.00	10.50	
4.	1.00	1.50	2.00	1.00	1.50	1.50	0.00	10.50	
5.									
6.									
7.									
8.									
9.									

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I realize that making a false statement under oath is a crime in the state of Delaware.

Cory Smith

Signature

STATE OF

COUNTY OF

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS DAY OF

A.D.

Notary Public

SECTION 00 73 46

WAGE RATE DETERMINATION SCHEDULE

The Wage Rate Determination Schedule document is part of this project manual as included herein.

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

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

Mailing Address:
252 Chapman Road

Newark, DE 19702

Located at:
252 Chapman Road

Newark, DE 19702

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 15, 2023

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	26.95	23.70	51.54
BOILERMAKERS	86.57	39.16	71.83
BRICKLAYERS	84.08	72.20	30.37
CARPENTERS	59.56	59.56	47.80
CEMENT FINISHERS	53.16	29.69	22.12
DIVER	95.30	Contact DDOL	Contact DDOL
DIVER TENDER	108.79		
ELECTRICAL LINE WORKERS	88.36	88.36	88.36
ELECTRICIANS	79.17	79.17	79.17
GLAZIERS	24.89	21.62	14.65
INSULATORS	65.34	65.34	65.34
IRON WORKERS	73.31	74.33	73.31
LABORERS	53.65	53.65	53.65
MILLWRIGHTS	82.08	82.08	65.93
PAINTERS	91.91	91.91	91.91
PILEDRIVERS	85.37	47.99	37.34
PLASTERERS	23.44	20.38	13.76
PLUMBERS/PIPEFITTERS/STEAMFITTERS	96.38	94.91	23.76
POWER EQUIPMENT OPERATORS	79.29	83.90	79.29
SHEET METAL WORKERS	37.47	23.25	21.84
SPRINKLER FITTERS	40.39	15.29	12.67
TRUCK DRIVERS	41.73	25.08	27.15

CERTIFIED: 05/23/2023

BY:

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

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

PROJECT: 2020-25 Field Maintenance Shop 1 - Selective Demolition, New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law, 29 Del.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. 2374(f)</u>
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. §108 & 10 Del.C. 542(c)</u>
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
ACH I, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.6960</u>

Updated: July 6, 2022

SECTION 00 73 73.13

DEARNG STATUTORY REQUIREMENTS

The Delaware Army National Guard (DEARNG) has mandated adherence to all sections identified and defined in ARTICLE VIII – APPLICABLE LAWS AND REGULATIONS as part of the contractual conditions for this Project. A copy of this document is included herewith.

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

ARTICLE VIII – APPLICABLE LAWS AND REGULATIONS**Section 801. Applicable Law.**

This MCCA is incidental to implementation of a federal program. Accordingly, this MCCA shall be governed by and construed according to federal law as it may affect rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.

To the extent not inconsistent with express terms of this MCCA, provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, the DoD 3210.6R, DoD Grant and Agreement Regulations (4/13/98), OMB Circular A-87, and NGR 5-1/ANGI 63-101, which circular and regulations are hereby incorporated into this MCCA by reference as if fully set forth herein, shall govern this MCCA.

Section 803. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

Section 804. Nondiscrimination.

The State covenants and agrees that by signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provision of the following, national policies prohibiting discrimination:

- a. On the basis of race, color, or national origin, in Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), as implemented by DOD regulations 32 CFR Part 195.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp. p. 339], as implemented by Department of Labor regulations issued thereunder (41 CFR Part 60);
- c. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) as implemented by Department of Justice regulations at 28 CFR part 41 and DoD Regulations at 32 CFR Part 56; and,
- d. On the basis of Age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

Section 805. Lobbying.

- a. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency or a member of Congress in connection with any of the following covered federal actions: The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement provisions of Section 319 of Public Law 102-121 (31 U.S.C. § 1352) is incorporated by reference and the State agrees to comply with provisions thereof, including amendments to the that may hereafter be issued.

Section 806. Drug-Free Work Place.

- a. The State covenants and agrees that it will comply with provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and will maintain a drug-free workplace.
- b. Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (41 USC 702) to implement provisions of the Drug-Free Work Place Act of 1988, is incorporated by reference and the State covenants and agrees to comply with provisions thereof, including amendments that may hereafter be issued.

Section 807. Environmental Standards. (By signing this agreement or accepting funds under this agreement, the recipient assure that it will):

a. Comply with applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the recipient further agrees that it will:

- Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than \$100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.
- Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

b. Identify to the awarding agency any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. Seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300h-3).

Section 808. Preference for U.S. Flag Air Carriers.

(Any agreement under which international air travel may be supported by U.S. Government funds)

Travel supported by U.S. Government funds under this agreement shall use U.S flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Section 809. Debarment and Suspension.

a. The State shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension".

b. Government-Wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement provisions of Executive Order 12549 "Debarment and Suspension," is incorporated by reference and the State covenants and agrees to comply with provisions thereof, including amendments that may hereafter be issued.

Section 810. Buy American Act.

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 811. Relocation Assistance and Real Property Acquisition Policies.

The State covenants and assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) and provides for fair and equitable treatment of persons displaced by Federally assisted programs or persons whose property is acquired as a result of such programs.

Section 812. Copeland "Anti-Kickback" Act. *(All contracts and subgrants for construction or repair)*

The State covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this MCCA, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 813. Contract Work Hours and Safety Standards Act. *(Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics and laborers)*

The State covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this MCCA, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this MCCA shall be required or permitted to work more than 40 hours in any work week unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

Section 814. Davis-Bacon Act. Contractor to comply with State of Delaware prevailing wage requirements, pursuant to Delaware Code, Title 29, Section 6960
~~DO NOT USE THIS CLAUSE UNLESS AUTHORIZED BY NCB ARI.~~

~~The State covenants and agrees that it will comply with the Davis-Bacon (40 U.S.C. 276 a to a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). All rulings and interpretations of the Davis-Bacon Act contained in 29 CFR Part 5 are incorporated by reference in this MCCA. As applied to this MCCA, the Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the Federal Government provides assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.~~

Section 815. National Historic Preservation. *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)*

The State covenants and agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, *et seq.*), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).

(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

Section 816. Hatch Act.

The State covenants and agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7326), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 817. Equal Employment Opportunity. *(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)*

The State covenants and agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Section 818. Cargo Preference. *(Any agreement under which international air travel may be supported by U.S. Government funds.)*

The State covenants and agrees that it will comply with the Cargo Preference Act of 1954 (46 USC 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S. flag commercial vessels, if available.

Section 819. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.

The State covenants and agrees that it will comply with Executive Order 13202 of February 17, 2001, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, as amended on April 6, 2001.

SECTION 00 81 13

GENERAL REQUIREMENTS
(Delaware Army National Guard – 2017)

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL

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, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to

the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."
- 8.5 **RETAINAGE**

- 8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.
- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

- 9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.
- 9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.
- 9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

- 9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.
- 9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.
- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.
- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment.

Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to:

workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

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

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

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

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

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

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence

Property Damage \$500,000 per accident

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

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

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

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

NOT FOR BIDDING PURPOSES

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 OF CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF GENERAL REQUIREMENTS

NOT FOR BIDDING PURPOSES

SECTION 00 81 14

EMPLOYEE DRUG TESTING REPORT FORMS

The Employee Drug Testing Report Forms are part of this project manual as included herein.

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

Date: _____

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

This page intentionally left blank.

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

This page intentionally left blank.

SECTION 00 81 15

AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

The Affidavit of Craft Training Compliance document is part of this project manual as included herein. The Craft Training Compliance Affidavit, as well as all information pertaining to craft training for subcontractors must be submitted prior to contract execution.

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at:

<https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

Craft(s): _____

Contractor Name: _____

Contractor Address: _____

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

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

Or

☐ A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor's Apprenticeship and Training Fund.

Or

☐ Craft Training requirements are not applicable because:

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)
County of _____) ss:

Before me, a notary public, in and for said county and state, personally appeared, _____, who acknowledged to me that she/he did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____ 20____.

Notary Public

Commission Expires _____

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.
9. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: FMS #1 Selective Demolition.

1. Project Location: Field Maintenance Shop #1, 1420 Newport Gap Pike, Wilmington, Delaware 19808.

B. Owner: Delaware Army National Guard, Armed Forces Reserve Center, 1 Vavala Way, New Castle, Delaware 19720.

1. Owner's Representative: Marc Orndorff

C. Architect: Davis, Bowen & Friedel, Inc., Michael Bauman, AIA, mpb@dbfinc.com, (302) 424-1441

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- ###### A.
- The work to be accomplished in accord with this contract includes, but is not limited to, the selective demolition of FMS #1 building, surrounding outbuildings and site features. The demolished site areas will be backfilled as needed, graded for positive drainage, and seeded.

B. Type of Contract.

1. Project will be constructed under a single prime contract including selected alternates.

1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to areas within 20 feet of the limits of disturbance.
 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Site: The project will utilize existing entrances, access and gates to access the proposed work area. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy the site and adjacent buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Limit work on the site to normal business working hours of 6:30 A.M. to 5:00 P.M., Monday through Thursday, except as noted below.
 - 1. The Delaware Army National Guard works a flex schedule that generally allows them to have off every other Friday. A list of days off will be provided during the mandatory pre-bid meeting and will be incorporated as part of the contract documents.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than three days in advance of proposed utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Architect and Owner not less than three days in advance of proposed disruptive operations.
- E. Tobacco Free Site: The entire site is a non-smoking site as directed by the Governor of the State of Delaware and The Adjutant General Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy. (See Appendix)
- F. Controlled Substances: Use of other controlled substances on the property is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.8 CODES

- A. All work shall be performed in accordance with the applicable codes and rules and regulations of the regulatory agencies which have jurisdiction over this project and its location.

1.9 PROGRESS MEETINGS

- A. In addition to a pre-construction meeting, progress meetings will be held bi-weekly during the course of the project at dates and times to be announced.

1.10 DELIVERED MATERIALS

- A. Under no circumstances will the DEARNG sign as received any materials delivered to the job.

1.11 PERMITS AND LICENSES

- A. All required permits will be paid for and obtained by the Contractor. In addition, all contractors must be licensed by the State of Delaware and New Castle County.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Quantity allowances.
- C. Related Requirements:
 - 1. Section 00 63 73 "Allowance Authorization Form".

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 ALLOWANCE AUTHORIZATION FORM USE

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
- C. All unused allowances will be returned to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

1. Allowance No. 1: \$20,000.00 for unforeseen conditions.

END OF SECTION

This page intentionally left blank.

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

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

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use form acceptable to Architect.

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum. Each application for payment shall include 5% retainage. The retainage can be billed at Final Payment.
 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
 8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
- a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
- b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
- c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittal schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Initial progress report.
 10. Report of preconstruction conference.
 11. Certificates of insurance and insurance policies.
 12. Performance and payment bonds.
 13. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 95 percent completion (100% with 5% Retainage) for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

This page intentionally left blank.

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. To enable orderly review during progress of the work;
2. To provide for systematic discussion of problems;
3. Project meetings shall be held, in addition to the pre-construction meeting, twice during the construction period.

B. Related Work Described Elsewhere:

1. The Contractor's relations with his Vendors and material suppliers, and discussions relative thereto, are the Contractor's responsibility and are not part of project meetings content.

1.2 QUALITY ASSURANCE

- A. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit Contractor to solutions agreed upon in the project meetings.

1.3 SUBMITTALS

A. Agenda Items:

1. To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding all items to be added to the agenda.

B. Minutes:

1. The Architect will keep minutes of project meetings and will distribute copies to all parties present at meeting or listed on a permanent list of concerned parties.
2. The Contractor shall reproduce and distribute additional copies to other parties as needed to expedite the work.

PART 2 - PRODUCTS

2.1 MEETING SCHEDULE

- A. Except as noted below for preconstruction meeting, progress meetings will be scheduled by the Architect.
- B. The Contractor shall schedule the presence of active and critical suppliers, and management personnel at these meetings.
- C. Representatives of the Contractor's suppliers shall be persons familiar with the details of the work. They shall be persons authorized to make commitments on matters of work progress, delivery dates, size of labor force, cost and other matters as necessary to expedite the work.

2.2 MEETING LOCATION

- A. To the maximum extent practicable, meetings will be held at the job site.

2.3 PRECONSTRUCTION MEETING

- A. This meeting will be scheduled by the Contractor within ten (10) days after the Owner has issued the notice to proceed order.
- B. Provide attendance by authorized representatives of the Contractor.
- C. Minimum agenda shall consist of distribution and discussion of the following data:
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of materials suppliers and the Architect.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Architect for review.
 - 6. Processing of field decisions and Change Orders.
 - 7. Rules and regulations governing performance of the work.
 - 8. Procedures for security, quality control, housekeeping, and other related matters.

2.4 PROJECT MEETINGS

- A. To the maximum extent practicable, assign the same persons or persons to represent the Contractor at the project meetings throughout progress of the work. Materials suppliers, and others may be invited to attend those project meetings in which their aspects of work are involved.

- B. Minimum Agenda Shall Consist of the Following:
1. Review, revise as necessary, and approve minutes of previous meetings.
 2. Review progress of the work since last meeting, including status of submittals for approval.
 3. Identify problems which impede planned progress.
 4. Develop corrective measures and procedures to regain planned schedule.
 5. Complete other current business.
- C. Project meetings shall be held in addition to the preconstruction meeting, bi-monthly during construction. Two project meetings, as a minimum, shall be allotted for the project.

END OF SECTION

This page intentionally left blank.

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow seven days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow seven days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software or electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. Transmittal number, numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.

- r. Remarks.
- 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

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

Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.

- b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. Submit Product Data before or concurrent with Samples.
 5. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:
 - a. PDF electronic file.
- E. Application for Payment and Schedule of Values: Comply with Section 006276 "Application and Certificate for Payment Forms.
- F. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- H. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- I. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- J. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- K. Schedule of Tests and Inspections: Comply with requirements specified in Section 01 40 00 "Quality Requirements."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 01 35 53.23

DEARNG SECURITY REQUIREMENTS AND PROCEDURES

The attached excerpt from the DENG ANTITERRORISM PLAN FY 11 is made part of this project manual as included herein.

NOT FOR BIDDING PURPOSES

This page intentionally left blank.

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 TEMPORARY FACILITIES

- A. The Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site for the use of himself as set forth below. Upon completion of the project, or as directed by the Architect, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property and leave the premises in the condition required by the Contract.
- B. The Contractor and his subcontractors may maintain temporary facilities on the site in addition to those specified as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference to any Contract work or occupied areas.
- C. Materials for temporary construction shall be hereinafter specified for various items, or when not so specified, shall be species and type suitable to the particular use and approved by the Architect. Salvaged materials which are in a safe and serviceable condition will generally be acceptable for such temporary construction. However, no split, splintered, deformed, ruptured, or similarly defective materials will be permitted. All materials for temporary construction shall be clean and dry. Materials which cannot be placed in a presentable condition will not be acceptable.
- D. All temporary facilities herein specified shall remain locked when not in use by contractors.

1.2 TEMPORARY OFFICE

The Contractor may, but not required to, maintain a temporary office for the project. The office may be equipped with a telephone listed in the Contractor's name, and other facilities as the Contractor may require. Provision of this temporary space must be coordinated with the Owner.

1.3 TEMPORARY WATER SERVICE

- A. Cold water may exist in the area of operations.
- B. The Owner will assume cost of water consumed if available, if responsible care and restraint is exercised by the Contractor in its use.

1.4 TEMPORARY ELECTRICAL SERVICE

- A. The Contractor shall make all necessary arrangements for temporary electricity for construction purposes, and furnish at his own expense, all temporary wiring, lamps, and accessories required for the completion of the work.

- B. The Owner shall provide the current; however, no improper, wasteful, or undue use of electrical service will be permitted.

1.5 EXISTING UTILITIES

Prior to the closeout of the Project, the Contractor shall remove all temporary connections and return all sources to their original conditions prior to commencement of the work.

1.6 PARKING

- A. Location of contractor parking shall be coordinated with the Owner.

END OF SECTION

SECTION 01 57 13

TEMPORARY EROSION & SEDIMENT CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

Provide necessary equipment, labor and supplies for erosion and sediment control throughout project. Work consists of grading of site, providing silt fence, and other necessary measures required for effective control. Sediment and erosion control work shall be as indicated on drawings and in compliance with applicable requirements of the governing authorities having jurisdiction. The receipt of a proposal by a bonafide bidder shall be interpreted to mean the Contractor has familiarized himself with these Regulations and Rules of Procedure and is fully cognizant of exactly what is required.

1.2 SUBMITTAL

A. Erosion and Sediment Control Schedule.

1. At pre-construction conference or prior to start of actual construction, submit for acceptance, schedules for accomplishment of temporary and permanent erosion control work. Submit schedule for each of the following procedures: Grading, construction and paving. No work shall be started until erosion control schedules and methods of operation have been approved.
2. Schedule should be prepared on Contractor's letterhead. Send original and one (1) copy to Owner.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION

3.1 DNREC PERMIT COMPLIANCE

- A. Throughout the duration of the project, control erosion and minimize siltation to rivers, streams and impoundments. Control shall include, but is not limited to the use of diversion berm, sediment basins, sediment traps, filters, fiber mats, netting, gravel or crushed stone, mulch, grasses, slope drains, and other methods. Erosion and sediment control measures as described herein and on the drawings shall be applied to erodible materials exposed by any project activity.
- B. Coordinate erosion and sediment control measures with the construction of the permanent drainage facilities which shall be constructed prior to the grading operation to assure economical, effective and continuous erosion and siltation control.
- C. Dress, prepare, and seed slopes immediately following the completion of each portion of work and immediately following suspension of grading operations.

- D. Fill slopes shall be dressed, prepared and seeded as the embankment proceeds to the extent needed to stop erosion and sedimentation.
- E. The Contractor shall incorporate temporary erosion control features into the project at the earliest practicable time. Temporary erosion control measures shall be used to correct conditions that develop during construction that were not foreseen during the design stage, that are needed prior to installation of permanent erosion control features, or that are needed temporarily to control erosion that develops during normal construction practices that are not associated with permanent control features of the project.
- F. On all existing catch basins Contractor shall install catch basin filter as shown on the Drawings.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition, and land clearing. Includes material that is recycled, reused, salvaged, or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the jobsite. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
 - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
 - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.
- H. Universal waste components (UWC) are as follows: electric motors, PCB ballasts, non-PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.

1.3 SUBMITTALS

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

1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of 75% CDL waste, by weight, from the landfill by one, or a combination of the following activities:
 - 1. Salvage
 - 2. Reuse
 - 3. Source-Separated CDL Recycling
 - 4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
 - 1. Acoustical ceiling tiles
 - 2. Asphalt
 - 3. Asphalt shingles
 - 4. Cardboard packaging
 - 5. Carpet and carpet pad
 - 6. Concrete
 - 7. Drywall
 - 8. Fluorescent lights and ballasts
 - 9. Land clearing debris (vegetation, stumpage, dirt)
 - 10. Metals
 - 11. Paint (through hazardous waste outlets)
 - 12. Wood
 - 13. Plastic film (sheeting, shrink wrap, packaging)
 - 14. Window glass
 - 15. Wood
 - 16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
 - 1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's superintendent
 - d. Major subcontractors
 - e. Waste Management Coordinator
 - f. Other concerned parties.
 - 2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
 - 3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.

1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
 - 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.

2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work,
 - c. Reuse of materials on-site or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling, and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility;
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
 - c. Processing and reusing materials on-site;
 - d. Self-hauling to a recycling or material recovery facility.
 4. Name of recycling or material recovery facility receiving the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Including cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

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

3.2 SOURCE SEPARATION

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

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

3.3 CO-MINGLED RECYCLING

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

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

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

3.5 UNIVERSAL WASTE DIVERSION

- A. Remove all universal waste from fixtures, panels, and related devices for proper diversion and reclamation.
- B. Store all universal waste in containers provided by contact person within facilities operations.
- C. Store all universal waste in a secured location and request periodic removal from assigned contact person.
- D. Exemption: electric motors, circuit breakers, transformers and lighting contactors are exempt from this provision provided the contractor chooses to salvage or reuse the components.
- E. No identified universal waste will be discarded into the waste stream.

END OF SECTION

WASTE MANAGEMENT PROGRESS REPORT				
MATERIAL CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumpage, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
		Percentage of Waste Diverted	(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)	

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 PROJECT RECORD DOCUMENT PACKAGE

A. Maintenance of Documents

1. Maintain one copy of Contract Drawings, Specifications, Addenda, review shop drawings, change orders, field records, surveys, and layout records.
2. Store documents apart from documents used for construction. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.
3. Make documents available at all times for inspection by Architect. Update all documents at least monthly.

B. Recording

1. Stamp each document "PROJECT RECORD" 3/4 inch high letters.
2. Do not permanently conceal any work until required information has been recorded.

C. Record Drawing: The Contractor shall keep a set of up-to-date marked prints of the "as-built conditions". The contract drawings shall be legibly marked to record actual construction such as:

1. Horizontal and vertical location of underground utilities referenced to permanent surface improvements.
2. Underground obstacles encountered and lines capped during construction.
3. Location of internal utilities concealed in construction referenced to visible and accessible features of structure.
4. Field alterations of dimensions and detail.
5. Changes made by Change Order.
6. Details not on original contract drawings.

D. Specifications and Addenda: Bind together.

E. Approved Shop Drawings and Brochures: Maintain as record documents. Legibly note to record any changes made after review.

- F. Submitting: At completion of project, deliver record documents to Architect for transmittal to Owner as a package.
- G. Accompany submittal with transmittal letter, in duplicate, containing date, project, Contractor's name and address, title and number of each record document, and certification that each document as submitted is complete and accurate, signed by Contractor.
- H. The following documents are required at project closeout, as applicable:
 - 1. 2 original Form G704 Substantial Completion
 - 2. 2 original Form G706 Affidavit of Payment of Debts and Claims
 - 3. 2 original Form 706A Release of Liens Contractor/Subcontractor
 - 4. 2 original Form 707 Consent of Surety Company
 - 5. 3 original Final Payment App
 - 6. Meeting Minutes
 - 7. Certificate of Occupancy
 - 8. 2 original Warranties (Letter of Guarantee and Warranty Info)
 - 9. 2 O&M Manuals
 - 10. 2 Hard Copy of As-Built Drawings
 - 11. Occupancy Permits
 - 12. 2 sets of Record Shop Drawings and submittals
 - 13. Affidavit of Discharge of State Tax Liability
 - 14. Copy of completed final punch list signed off on by Owner's Rep
 - 15. Punch List Closeout Letter
 - 16. 2 CD's with all closeout documents

1.2 GUARANTEES, BONDS AND AFFIDAVITS

- A. Turn over guarantees, warranties, bonds and affidavits on various materials, neatly bound and in order, to the Architect for deliver to the Owner as part of the package.
- B. Affidavits verifying payments of all bills related to the project, release of liens (AIA G706A, AIA G706 and AIA G707) for all subcontractors, bonding company approvals and consent of surety to final payment shall be required.
- C. Certification that all construction materials used and equipment supplied for this project are free of known hazardous materials such as PCBs and asbestos.
- D. Substantial completion certification signed by Owner, Architect, and Contractor.

1.3 OPERATION AND MAINTENANCE DATA

- A. Turn over manuals and instructions, neatly bound and in order, to the Architect for delivery to the Owner.

1.4 EXTRA STOCK, SPARE PARTS, INSTRUCTION

- A. Turn over extra stock as specified in other sections of the specifications to the person

designated by the Owner to be in charge of the operation and maintenance of the building.

- B. Provide instruction in operation and maintenance of equipment and finishes. Conduct meeting and individual training as needed to inform owner's operating personnel.
- C. Provide special tools for such items as louver vanes, adjustable dampers, thermostats, allen-head locking devices in triplicate.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION

This page intentionally left blank.

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

Federal #10106050016

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.

2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- F. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches (300 mm) or more.
- G. Storage or sale of removed items or materials on-site is not permitted.
- H. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 4. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

This page intentionally left blank.

SECTION 22 04 99

COMMON WORK REQUIREMENTS FOR PLUMBING

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The conditions of Division 01 GENERAL REQUIREMENTS apply to each and every Contract and Contractor or other person or persons supplying any material or labor entering this building, either directly or indirectly.
- B. Plumbing Contractors are bound by provisions of Conditions as described above.
- C. One (1) Contractor will be covered by these General Requirements.
 - 1. Plumbing.
- D. For simplicity, these Sub-Contracts and Sub-Contractors will be referred to further herein as the Plumbing Contracts or Contractors.

1.02 DRAWINGS AND SPECIFICATIONS

- A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.
- B. Any apparatus, machinery, small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the Plumbing Contractors.
- C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
- D. In the case of a conflict between the specifications and the drawings, not clarified by addendum, the better quality or greater quantity shall be provided without exception. If determined during construction that the lesser quality product is required by the Engineer, a credit change order will be obtained for the difference in cost.

- E. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both.
- F. When any device or part of equipment is herein referred to in the singular number, such as "the motor" such reference shall be deemed to apply to as many such devices as required to complete the installation.
- G. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

1.03 LAWS, ORDINANCES, REGULATIONS AND PERMITS

- A. The entire Plumbing Systems in all and or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, notwithstanding anything in these drawings or specifications to the contrary.
- B. Each Contractor shall pay all fees and obtain and pay for all permits and inspections required by any authority having jurisdiction in connection with their work.
- C. Plumbing work shall comply with the requirements of the International Plumbing Code, International Energy Conservation Code, NFPA and other boards and departments having local jurisdiction. Plumbing Contractor shall obtain and pay for Certifications of Inspection by local, municipal and state approving agencies.

1.04 CONNECTIONS TO UTILITIES

- A. Apply for and obtain services from Utility Companies and municipalities. All charges for which Utility Companies and municipalities must be reimbursed shall be paid for by the respective Contractor at no additional cost to the Owner.

1.05 TESTS

- A. The following requirements are supplementary to tests specified for individual equipment or systems in Plumbing work sections.
 - 1. Give written notice of date of test in ample time to all concerned.
- B. Concealed work shall remain uncovered until all required tests have been completed; but if construction schedule requires, arrange for prior tests on parts of systems as approved.

- C. As soon as conditions permit, conduct preliminary tests of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments and or replacements as preliminary tests may indicate, prior to acceptance tests.
- D. Conduct performance and operating tests as specified or required for each system or equipment unit in presence of the Engineer as well as a representative of agencies having jurisdiction.
- E. Obtain Certificates of Approval and/or Acceptance as specified or required in compliance with regulations of agencies having jurisdiction. Work shall not be deemed complete until such Certificates have been delivered to the Engineer.
- F. Testing shall prove conclusively that Plumbing systems operate properly, efficiently and quietly in accordance with intent of drawings and specifications.

1.06 CLEANING

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

1.07 INSTRUCTING OWNER'S PERSONNEL

- A. After all tests and adjustments have been made, each Contractor shall fully instruct the representatives of the Owner in all details of operation of the equipment installed under their contract.
- B. Each Contractor shall operate their equipment for sufficient length of time to satisfy Engineer that requirements of Contract Documents have been fulfilled.

1.08 OPERATING AND MAINTENANCE MANUALS

- A. Each Contractor shall provide one (1) electronic (Original PDF) and three (3) copies of printed instructions to the Engineer upon completion of installation. Instructions shall be bound in separate, hardback, 3-ring loose leaf binders.

- B. Instruction books shall be prepared by sections and contain detailed operating and maintenance instructions for all components of all systems, including wiring, and schematic diagrams necessary for clarity. The cover of each binder shall be identified with the name of the project and the words "Operating and Maintenance Manuals".
- C. Each section shall have labeled tabs and be clearly marked with equipment or system name and contain detailed parts list data, ordering information therefore and the name, address and telephone number of the closest supply source.
- D. All instructional data shall be neatly and completely prepared to the satisfaction of the Engineer.
- E. One (1) copy of each final, approved shop drawing shall be included in each Operating & Maintenance Manual.

1.09 GUARANTEE

- A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.
- B. Each Contractor shall unconditionally guarantee in writing all materials, equipment and workmanship for a period of two (2) years from date of acceptance by Owner. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and he shall also provide free service for all equipment and systems involved in his contract during this guarantee period.
- C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.
- D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.
- E. Guarantees furnished by Sub-Contractors and/or equipment manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.
- F. Manufacturers' equipment guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

1.10 ENTRANCE OF EQUIPMENT

- A. Each Contractor shall perform all necessary rigging required for completion of work under their contract.

1.11 VISIT TO SITE

- A. Due to the nature of the work involved under this contract, all bidders are required to thoroughly examine the site.
- B. Bidding Contractors shall thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of this Contract.
- C. If discrepancies are noted between requirements of Contract Documents and existing conditions, Contractor shall so indicate to Engineer during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in Engineer's interpretation during the construction period and Engineer's decision will be final and binding as the sole interpreter of the contract requirements.
- D. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.
- E. Submission of proposals shall be considered evidence that Contractors have complied with the requirements of this Article.

1.12 AS-BUILT DRAWINGS

- A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all underground, above ground and crawl space conduit, outlets, wiring devices, lighting fixtures, panelboards, access panels, junction boxes, circuit breakers, disconnect switches, starters, transformers, and all other components of the work performed by the Division 22 (Plumbing) contractor and their subcontractors.
- B. As built drawings shall be maintained by the contractor and updated on a daily basis. Current As-Built drawings shall be brought to each construction meeting.
- C. Include on the record set, all formal modifications to the contract documents including but not limited to: addendum items, responses to RFI's (field directives), ASI's, change order items and underground obstructions.
- D. At project completion, obtain a READ ONLY set of contract documents from the Engineer in AutoCAD 2019 (or later) .dwg format. Copy the source documents and create new documents, modifying the original files by incorporating all items noted on the record drawings onto the source AutoCAD files.

- E. For each drawing, make one (1) .dwg file and one (1).pdf file and copy all files onto a single thumb drive memory stick. Make one (1) additional copy of the thumb drive memory stick. Using the new AutoCAD files, make four (4) prints of the As Built drawings. Incorporate one set of prints in each O&M manual.
- F. In cases where the prime contractor or subcontractors are required to design and/or submit original shop drawing documents, prepared by the respective contractors for submission to State Agencies (i.e.: sprinkler, fire alarm, etc.), each respective contractor or subcontractor shall revise their drawings accordingly and include all As-Built information, thereon. Submit As-Built information in the same format, (i.e.: Two (2) thumb drive memory sticks), one (1) mylar reproducible and three (3) prints as with the project As-Built information contained thereon.

1.13 SERVICING OF EQUIPMENT AND SYSTEMS

- A. After work has been completed under the Plumbing contract, and prior to final acceptance tests, each Contractor shall have manufacturers or their authorized agents of the equipment and material installed, completely check their equipment and put it into actual operation. In each case, the respective Contractor shall have the manufacturers thoroughly check the complete installation of the equipment produced by him for proper and correct operation under the service intended.
- B. Six months after final acceptance of the work under the Plumbing contract, each Contractor shall have the manufacturers again check their equipment for proper operation. Coincidentally, this contractor shall assure that the building maintenance personnel are properly instructed in the servicing of the equipment.
- C. Prior to expiration of the guarantee period, each contractor shall check all equipment, materials and systems installed under his contract, make necessary adjustments and/or replacements, and leave systems in first class operating condition.

1.14 CONTINUITY OF SERVICES

- A. Generally, no action shall be taken by the Plumbing Contractor that will interrupt any of the existing building services for this building or any other building until previously arranged with the Engineer and Owner or their authorized representative.
- B. Should any service be interrupted by this Contractor, the Contractor causing such interruption shall provide immediately all labor, including overtime if necessary, and all material and equipment necessary for restoration of such service.

1.15 TEMPORARY FACILITIES, UTILITIES AND HEATING

- A. Refer to Section TEMPORARY FACILITIES AND CONTROLS in Division 1 of these specifications.

1.16 GENERAL COORDINATION

- A. Installation work of all indicated Plumbing equipment shall include providing all labor, supervision, and all means of construction to install the indicated equipment and systems.
- B. All work shall be installed a first class, neat, and workmanlike manner by mechanics skilled in the trade involved. All details of the installation shall be mechanically and electrically correct. Should the Engineer direct removal, change, or installation of any equipment or systems not installed in a neat and workmanlike manner, such changes shall be made by the Plumbing Contractor at no expense to the Owner.
- C. Drawings are generally indicative of the work to be installed, but do not indicate all bends, fittings, boxes, and specialties which may be required, or the exact locations of all conduits. Contractor shall investigate structure and finish conditions affecting his work and arrange his work accordingly, furnishing such fittings as may be required to meet such conditions.
- D. Plumbing valves, equipment and other apparatus requiring periodic maintenance and operation shall be accessible. Provide access panels as required.
- E. Review by the Engineer of materials, drawings, or equipment submitted by the Contractor in the shop drawing review phase shall be considered general only, and shall be an aid to the Contractor in carrying out his work. Such review does not relieve the Contractor from the necessity of furnishing the materials and performing all work required by the drawings and specifications to provide a complete and operating Plumbing system as described.

1.17 CODE COMPLIANCE

- A. The contractor shall comply with the requirements of the latest International Plumbing Code, all state and local codes and all other authorities having jurisdiction, regardless of what is indicated on the drawings or specified herein.
- B. Provide approved Plumbing Inspection Certificate at project completion. Provide one copy in each of the Operating & Maintenance Manuals.

1.18 CUTTING AND CHASES

- A. Provide the General Contractor, location of all chases, openings, recesses, etc., in a timely manner so that he may provide them.
- B. All cutting and patching shall be performed in such a manner and with such materials as the Engineer may direct.

1.19 ENERGY STAR CERTIFICATION

- A. All equipment furnished on this project shall carry the Energy Star Certification. Modify equipment selections, as required to conform to this requirement. Provide documentation satisfying this requirement.

PART 2 - MATERIALS

2.01 MANUFACTURER'S AND SUB-CONTRACTORS LIST

- A. Before ordering any material or equipment unit, and not later than twenty (20) working days after signing of contracts each Contractor shall submit a list of Manufacturers, Sub-Contractors and Suppliers showing make, type, manufacturers name and trade designation of all materials, and equipment, proposed for use under this contract. List shall be prepared by reference to specifications.
- B. The list, when accepted, shall be supplementary to specifications, and no variations therefrom will be permitted except with the approval of the Engineer.
- C. No shop drawings will be processed until the Contractor has satisfactorily completed the requirements of this Article.

2.02 SHOP DRAWINGS

- A. In general, shop drawings will be processed electronically. For each shop drawing submitted, submit a high quality color original in Adobe (.pdf) format and attach a separate Letter of Transmittal for each submission.
- B. All shop drawings shall be submitted in ample time to coordinate features of construction with the fabrication and installation requirements of the project. Allow fourteen (14) days for Drawings required for General Construction and fourteen (14) days for Drawings required for Mechanical or Plumbing work.
- C. Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to ENGINEER's review of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

- A. Prior to submission of shop drawings, the Contractor shall notify the Engineer of any site conditions differing from those indicated or specified.
- B. Prepare shop drawings by careful reference to drawings and specifications.
- C. Identify each shop drawing by Job Name and reference to applicable Specification Article number.
- D. Shop drawing data for all equipment, shall include, but not be limited to, the following:
 - 1. Manufacturers' catalog designation, photographs and specifications.
 - 2. Full Plumbing data, including specifically, Plumbing characteristics.
 - 3. Dimensions, capacities, ratings, material and finish.
 - 4. Such other detailed information as required for proper evaluation.
- E. Review Time:
 - 1. Allow two (2) weeks for the Engineer's processing of each submittal, exclusive of Owner or others in the processing chain. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.
- F. Submission of shop drawings for electric motor starters shall include a tabulation listing:
 - 1. The equipment the starter is intended to control.
 - 2. Horsepower.
 - 3. Voltage.
 - 4. Phase.
 - 5. Full load amperes.
 - 6. The manufacturer's number or type.
 - 7. Overload heater numbers and amperage.
 - 8. Quantity of auxiliary contacts.
 - 9. Pushbutton arrangement.

10. Pilot light arrangement if applicable.

- G. Each Contractor shall examine all shop drawings before submission for review. Each Contractor shall then forward all shop drawings with their initialed approval shop drawing stamp and by so doing the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data, has notified the Engineer of site conditions varying from those indicated or specified, and that he has checked and coordinated each item with other applicable accepted shop drawings and the contract requirements. Shop drawings and catalog data submitted without the contractor's stamp of acceptance will be returned to the Contractor without review.
- H. Material and equipment installed or used without shop drawing review are subject to rejection by the Engineer.
- I. Corrections or comments made on shop drawings during review by the Engineer do not relieve the contractor from compliance with requirements of the drawings and specifications. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer review partial submissions or those for which submissions for correlated items have not been received. The Contractor is responsible for: confirming and correlating all quantities, clearance and dimensions, selecting fabrication processes and techniques of construction coordinating work with that of all other trades, and performing their work in a safe and satisfactory manner.

2.03 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new and shall conform to the grade, quality and standards specified herein.
- B. All equipment offered under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids.
- C. Items such as motors, starting equipment, vibration isolating devices, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.

- D. Equipment shall be installed in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. These contractors shall obtain these instructions which will be considered part of these specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purpose intended in the Plumbing System.

2.04 EQUIPMENT SUBSTITUTIONS (VARIATIONS)

- A. Refer specifically to Section 00 21 13-Article 3.3 and Section 00 26 00 for product substitution requirements.

2.05 VIBRATION ELIMINATION

- A. The Plumbing Contractor shall provide vibration isolation support provisions for all moving or rotating equipment and machinery when such provisions are not furnished and/or integrally mounted by the equipment manufacturers. Equal to Amber/Booth Company or Korfund Company, Inc., installed in accordance with vibration isolation manufacturers' recommendations unless specified otherwise herein.
- B. Provide all rotating or moving machinery or equipment suspended from building structure with approved resilient suspension mountings.
- C. All systems shall operate free from objectionable vibration and noise resulting therefrom, and each Contractor shall take all necessary steps required to achieve this result without additional cost to the Owner.

2.06 INSERTS, HANGER SUPPORTS, CLAMPS, FASTENINGS

- A. All materials, designs and types of inserts, hanger supports and clamps shall meet the requirements of the Manufacturers Standardization Society Document MSS-SP-58, latest edition and also Underwriters Laboratories, Inc., International Mechanical Code and Factory Mutual Engineering Division Standards where applicable. Insert, hanger support and clamp types referenced herein are shown in MSS-SP-58.
- B. Each Contractor shall be responsible for and provide all necessary inserts, hanger supports, fastenings, clamps and attachments necessary for support of his work. The types of all inserts, hanger supports, fastenings, clamps and attachments to be used shall be selected to suit both new and existing building construction conditions and applied specifically for the purposes intended.
- C. In new overhead cast-in-place concrete construction, provide type 18 steel concrete inserts and fasten to form work before concrete is cast. For cast concrete floor or roof sections too thin to permit the use of inserts extend the hanger rod through the

slab and terminate with a nut and large washer, recessed into the top face of the slab as approved by the Engineer.

- D. Clamps and attachments shall be selected on the basis of the required load to be supported. Provide all necessary steel angle iron or channel between bar joists, or steel beams where direct attachment cannot be made. No holes are to be drilled or burned in structural building steel for hanger rod supports.
- E. Metallic masonry anchors shall be provided for all pre-cast concrete, masonry and cast concrete construction, and may be provided as an alternate for cast-in-place construction]. Locate in pre-cast and cast-in-place concrete as directed by the Engineer. Dynabolt, Ram-In and/or Tru-Bolt masonry anchors as manufactured by Ramset shall be provided as recommended by the anchor manufacturer for the various applications, stresses and services involved. Redhead, Hilti or Wej-It equivalents acceptable. Installation of masonry anchors shall be accomplished by pre-drilling concrete or masonry to diameters and depths required to properly accommodate anchor bolts.
- F. Toggle bolts may be used in dry wall and lath and block plaster walls. The use of toggle bolts shall be restricted to the weight limitations imposed by the toggle bolt manufacturer for the size used.
- G. Except where noted otherwise herein, attachment to wood or material of similar fibrous nature shall be made with lag screws and/or wood screws of required size.
- H. Screws with wooden or plastic plugs, or lead caulking anchors are not acceptable.

2.07 ANCHOR BOLTS

- A. Plumbing Contractor shall provide and set in place at the time foundations, bases or curbs are poured or formed, all necessary anchor bolts as required for the various equipment specified herein. Hook type anchor bolts of proper size and length to suit the apparatus. Set bolts in pipe sleeves of approximately twice the bolt diameter and of length equal to the embedded length of the bolt, with sleeves terminating flush with finished surfaces of foundations, bases or curbs.
- B. When the equipment is set in its proper position and aligned with the anchor bolts, the space between the anchor bolts and the inside wall of the sleeves shall be completely filled with non-shrink cementitious grout equal to crystex as manufactured by L & M Construction Chemicals, Inc., Master Builders or approved equal.
- C. Each Contractor shall assume all responsibility for the location of all anchor bolts for the equipment furnished by them under these specifications, and must have a representative present at the time foundations, bases or curbs are poured or formed.

- D. All anchor bolts shall be of sufficient strength to withstand any loading imposed by the attached materials or equipment.
- E. ALL exterior, pad mounted equipment shall be set in place and secured to the pad with anchor bolts and mechanical fasteners.

2.08 SLEEVES

- A. Each Contractor shall furnish and set all sleeves required for their work and be fully responsible for the final and permanent locations thereof.
- B. Sleeves shall be provided in the following locations:
 - 1. All piping passing through cast-in-place waterproof concrete construction and waterproof masonry walls.
- C. Sleeves shall extend through construction and finished flush with each surface except where noted otherwise. Each sleeve shall provide for a minimum 1/2" clearance around pipe or its covering in the instance of pipe covered with insulation.
- D. All sleeves in waterproof walls shall be fitted and sealed with positive hydrostatic "Link Seals" as manufactured by Thunderline Corporation. Sleeves shall be sized accordingly. Link Seals shall be placed around conduit and inserted into void between inner wall of sleeve and piping and/or conduit. Tighten link seals as required for watertight seal.
- E. All sleeves shall be Schedule 40 steel pipe finished with smooth edges. Sleeves in waterproof walls shall be fabricated with minimum 1/4" thick rectangular steel plate placed around mid-point of sleeve, continuously welded to sleeve and then the entire/plate assembly placed into proper position prior to erection of walls. Otherwise sleeves shall be provided with a minimum of three (3) lugs for anchoring.
- F. Voids between sleeves and piping, where located in fire partitions or masonry walls shall be packed with mineral fiber rope.
- G. All sleeves shall be set prior to or during erection of walls. Cutting or drilling of walls after erection will not be permitted.
- H. If sleeves are omitted or located incorrectly the particular contractor who is at fault shall at their own expense, engage the trade which originally installed the work to cut and patch to the satisfaction of the Engineer.
- I. Any piping that must pass through pre-cast floors and will be exposed, in finished areas, that have floor drains including areas such as Janitors Closets, Toilet Rooms

and the like shall be made watertight by use of "Link Seals" inserted into void between conduit and openings thereto.

PART 3 - METHODS

3.01 METHOD OF PROCEDURE

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

- H. All piping and other Plumbing materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.

3.02 PROTECTION

- A. All openings in piping, ductwork and all other materials shall be effectively sealed to exclude dirt, sand, and other foreign materials.
- B. Exercise every precaution to exclude dust, dirt and all other foreign materials from all Plumbing equipment rooms during construction. Rooms and equipment contained therein shall be vacuum cleaned at regular intervals. All piping, ductwork and mechanical equipment contained with Plumbing components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles. Sufficient electric heaters shall be installed and maintained in equipment rooms and equipment to keep equipment dry and protected from freezing during construction.

3.03 SUPPORTS

- A. Except where noted otherwise in the specifications and shown on drawings, each Contractor shall provide all materials, equipment supports, supplies and labor necessary as required to adequately support, brace and strengthen equipment and materials furnished as part of their contract.
- B. The design, materials, fabrication and erection of structural steel supports shall conform to "Specification for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction, "Code of Standard Practice for Steel Buildings and Bridges". Welding where required shall conform to "Code of Arc and Gas Welding in Building Construction" of the American Welding Society.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 23 04 99

COMMON WORK REQUIREMENTS FOR HVAC

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The conditions of Division 01 GENERAL REQUIREMENTS apply to each and every Contract and Contractor or other person or persons supplying any material or labor entering this building, either directly or indirectly.
- B. HVAC Contractors are bound by provisions of Conditions as described above.
- C. One (1) Contractor will be covered by these General Requirements.
 - 1. HVAC.
- D. For simplicity, these Sub-Contracts and Sub-Contractors will be referred to further herein as the HVAC Contracts or Contractors.

1.02 DRAWINGS AND SPECIFICATIONS

- A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.
- B. Any apparatus, machinery, small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the HVAC Contractors.
- C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
- D. In the case of a conflict between the specifications and the drawings, not clarified by addendum, the better quality or greater quantity shall be provided without exception. If determined during construction that the lesser quality product is required by the Engineer, a credit change order will be obtained for the difference in cost.

- E. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both.
- F. When any device or part of equipment is herein referred to in the singular number, such as "the motor" such reference shall be deemed to apply to as many such devices as required to complete the installation.
- G. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

1.03 LAWS, ORDINANCES, REGULATIONS AND PERMITS

- A. The entire HVAC Systems in all and or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, notwithstanding anything in these drawings or specifications to the contrary.
- B. Each Contractor shall pay all fees and obtain and pay for all permits and inspections required by any authority having jurisdiction in connection with their work.
- C. HVAC work shall comply with the requirements of the International Mechanical Code, International Energy Conservation Code, NFPA and other boards and departments having local jurisdiction. HVAC Contractor shall obtain and pay for Certifications of Inspection by local, municipal and state approving agencies.

1.04 CONNECTIONS TO UTILITIES

- A. Apply for and obtain services from Utility Companies and municipalities. All charges for which Utility Companies and municipalities must be reimbursed shall be paid for by the respective Contractor at no additional cost to the Owner.

1.05 TESTS

- A. The following requirements are supplementary to tests specified for individual equipment or systems in HVAC work sections.
 - 1. Give written notice of date of test in ample time to all concerned.
- B. Concealed work shall remain uncovered until all required tests have been completed; but if construction schedule requires, arrange for prior tests on parts of systems as approved.

- C. As soon as conditions permit, conduct preliminary tests of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments and or replacements as preliminary tests may indicate, prior to acceptance tests.
- D. Conduct performance and operating tests as specified or required for each system or equipment unit in presence of the Engineer as well as a representative of agencies having jurisdiction.
- E. Obtain Certificates of Approval and/or Acceptance as specified or required in compliance with regulations of agencies having jurisdiction. Work shall not be deemed complete until such Certificates have been delivered to the Engineer.
- F. Testing shall prove conclusively that HVAC systems operate properly, efficiently and quietly in accordance with intent of drawings and specifications.

1.06 CLEANING

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

1.07 INSTRUCTING OWNER'S PERSONNEL

- A. After all tests and adjustments have been made, each Contractor shall fully instruct the representatives of the Owner in all details of operation of the equipment installed under their contract.
- B. Each Contractor shall operate their equipment for sufficient length of time to satisfy Engineer that requirements of Contract Documents have been fulfilled.

1.08 OPERATING AND MAINTENANCE MANUALS

- A. Each Contractor shall provide one (1) electronic (Original PDF) and three (3) copies of printed instructions to the Engineer upon completion of installation. Instructions shall be bound in separate, hardback, 3-ring loose leaf binders.

- B. Instruction books shall be prepared by sections and contain detailed operating and maintenance instructions for all components of all systems, including wiring, and schematic diagrams necessary for clarity. The cover of each binder shall be identified with the name of the project and the words "Operating and Maintenance Manuals".
- C. Each section shall have labeled tabs and be clearly marked with equipment or system name and contain detailed parts list data, ordering information therefore and the name, address and telephone number of the closest supply source.
- D. All instructional data shall be neatly and completely prepared to the satisfaction of the Engineer.
- E. One (1) copy of each final, approved shop drawing shall be included in each Operating & Maintenance Manual.

1.09 GUARANTEE

- A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.
- B. Each Contractor shall unconditionally guarantee in writing all materials, equipment and workmanship for a period of two (2) years from date of acceptance by Owner. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and he shall also provide free service for all equipment and systems involved in his contract during this guarantee period.
- C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.
- D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.
- E. Guarantees furnished by Sub-Contractors and/or equipment manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.
- F. Manufacturers' equipment guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

1.10 ENTRANCE OF EQUIPMENT

- A. Each Contractor shall perform all necessary rigging required for completion of work under their contract.

1.11 VISIT TO SITE

- A. Due to the nature of the work involved under this contract, all bidders are required to thoroughly examine the site.
- B. Bidding Contractors shall thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of this Contract.
- C. If discrepancies are noted between requirements of Contract Documents and existing conditions, Contractor shall so indicate to Engineer during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in Engineer's interpretation during the construction period and Engineer's decision will be final and binding as the sole interpreter of the contract requirements.
- D. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.
- E. Submission of proposals shall be considered evidence that Contractors have complied with the requirements of this Article.

1.12 AS-BUILT DRAWINGS

- A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all underground, above ground and crawl space conduit, outlets, wiring devices, lighting fixtures, panelboards, access panels, junction boxes, circuit breakers, disconnect switches, starters, transformers, and all other components of the work performed by the Division 23 (HVAC) contractor and their subcontractors.
- B. As built drawings shall be maintained by the contractor and updated on a daily basis. Current As-Built drawings shall be brought to each construction meeting.
- C. Include on the record set, all formal modifications to the contract documents including but not limited to: addendum items, responses to RFI's (field directives), ASI's, change order items and underground obstructions.
- D. At project completion, obtain a READ ONLY set of contract documents from the Engineer in AutoCAD 2019 (or later) .dwg format. Copy the source documents and

create new documents, modifying the original files by incorporating all items noted on the record drawings onto the source AutoCAD files.

- E. For each drawing, make one (1) .dwg file and one (1).pdf file and copy all files onto a single thumb drive memory stick. Make one (1) additional copy of the thumb drive memory stick. Using the new AutoCAD files, make four (4) prints of the As Built drawings. Incorporate one set of prints in each O&M manual.
- F. In cases where the prime contractor or subcontractors are required to design and/or submit original shop drawing documents, prepared by the respective contractors for submission to State Agencies (i.e.: sprinkler, fire alarm, etc.), each respective contractor or subcontractor shall revise their drawings accordingly and include all As-Built information, thereon. Submit As-Built information in the same format, (i.e.: Two (2) thumb drive memory sticks), one (1) mylar reproducible and three (3) prints as with the project As-Built information contained thereon.

1.13 SERVICING OF EQUIPMENT AND SYSTEMS

- A. After work has been completed under the HVAC contract, and prior to final acceptance tests, each Contractor shall have manufacturers or their authorized agents of the equipment and material installed, completely check their equipment and put it into actual operation. In each case, the respective Contractor shall have the manufacturers thoroughly check the complete installation of the equipment produced by him for proper and correct operation under the service intended.
- B. Six months after final acceptance of the work under the HVAC contract, each Contractor shall have the manufacturers again check their equipment for proper operation. Coincidentally, this contractor shall assure that the building maintenance personnel are properly instructed in the servicing of the equipment.
- C. Prior to expiration of the guarantee period, each contractor shall check all equipment, materials and systems installed under his contract, make necessary adjustments and/or replacements, and leave systems in first class operating condition.

1.14 CONTINUITY OF SERVICES

- A. Generally, no action shall be taken by the HVAC Contractor that will interrupt any of the existing building services for this building or any other building until previously arranged with the Engineer and Owner or their authorized representative.
- B. Should any service be interrupted by this Contractor, the Contractor causing such interruption shall provide immediately all labor, including overtime if necessary, and all material and equipment necessary for restoration of such service.

1.15 TEMPORARY FACILITIES, UTILITIES AND HEATING

- A. Refer to Section TEMPORARY FACILITIES AND CONTROLS in Division 1 of these specifications.

1.16 GENERAL COORDINATION

- A. Installation work of all indicated HVAC equipment shall include providing all labor, supervision, and all means of construction to install the indicated equipment and systems.
- B. All work shall be installed a first class, neat, and workmanlike manner by mechanics skilled in the trade involved. All details of the installation shall be mechanically and HVACly correct. Should the Engineer direct removal, change, or installation of any equipment or systems not installed in a neat and workmanlike manner, such changes shall be made by the HVAC Contractor at no expense to the Owner.
- C. Drawings are generally indicative of the work to be installed, but do not indicate all bends, fittings, boxes, and specialties which may be required, or the exact locations of all conduits. Contractor shall investigate structure and finish conditions affecting his work and arrange his work accordingly, furnishing such fittings as may be required to meet such conditions.
- D. HVAC valves, dampers, equipment and other apparatus requiring periodic maintenance and operation shall be accessible. Provide access panels as required.
- E. Review by the Engineer of materials, drawings, or equipment submitted by the Contractor in the shop drawing review phase shall be considered general only, and shall be an aid to the Contractor in carrying out his work. Such review does not relieve the Contractor from the necessity of furnishing the materials and performing all work required by the drawings and specifications to provide a complete and operating HVAC system as described.

1.17 CODE COMPLIANCE

- A. The contractor shall comply with the requirements of the latest International Mechanical Code, International Energy Conservation Code all state and local codes and all other authorities having jurisdiction, regardless of what is indicated on the drawings or specified herein.
- B. Provide approved HVAC Inspection Certificate at project completion. Provide one copy in each of the Operating & Maintenance Manuals.

1.18 CUTTING AND CHASES

- A. Provide the General Contractor, location of all chases, openings, recesses, etc., in a timely manner so that he may provide them.
- B. All cutting and patching shall be performed in such a manner and with such materials as the Engineer may direct.

1.19 ENERGY STAR CERTIFICATION

- A. All equipment furnished on this project shall carry the Energy Star Certification. Modify equipment selections, as required to conform to this requirement. Provide documentation satisfying this requirement.

PART 2 - MATERIALS

2.01 MANUFACTURER'S AND SUB-CONTRACTORS LIST

- A. Before ordering any material or equipment unit, and not later than twenty (20) working days after signing of contracts each Contractor shall submit a list of Manufacturers, Sub-Contractors and Suppliers showing make, type, manufacturers name and trade designation of all materials, and equipment, proposed for use under this contract. List shall be prepared by reference to specifications.
- B. The list, when accepted, shall be supplementary to specifications, and no variations therefrom will be permitted except with the approval of the Engineer.
- C. No shop drawings will be processed until the Contractor has satisfactorily completed the requirements of this Article.

2.02 SHOP DRAWINGS

- A. In general, shop drawings will be processed electronically. For each shop drawing submitted, submit a high quality color original in Adobe (.pdf) format and attach a separate Letter of Transmittal for each submission.
- B. All shop drawings shall be submitted in ample time to coordinate features of construction with the fabrication and installation requirements of the project. Allow fourteen (14) days for Drawings required for General Construction and fourteen (14) days for Drawings required for Mechanical or HVAC work.
- C. Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to ENGINEER's review of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

- A. Prior to submission of shop drawings, the Contractor shall notify the Engineer of any site conditions differing from those indicated or specified.
- B. Prepare shop drawings by careful reference to drawings and specifications.
- C. Identify each shop drawing by Job Name and reference to applicable Specification Article number.
- D. Shop drawing data for all equipment, shall include, but not be limited to, the following:
 - 1. Manufacturers' catalog designation, photographs and specifications.
 - 2. Full HVAC data, including specifically, HVAC characteristics.
 - 3. Dimensions, capacities, ratings, material and finish.
 - 4. Such other detailed information as required for proper evaluation.
- E. Review Time:
 - 1. Allow two (2) weeks for the Engineer's processing of each submittal, exclusive of Owner or others in the processing chain. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.
- F. Submission of shop drawings for electric motor starters shall include a tabulation listing:
 - 1. The equipment the starter is intended to control.
 - 2. Horsepower.
 - 3. Voltage.
 - 4. Phase.
 - 5. Full load amperes.
 - 6. The manufacturer's number or type.
 - 7. Overload heater numbers and amperage.
 - 8. Quantity of auxiliary contacts.
 - 9. Pushbutton arrangement.

10. Pilot light arrangement if applicable.

- G. Each Contractor shall examine all shop drawings before submission for review. Each Contractor shall then forward all shop drawings with their initialed approval shop drawing stamp and by so doing the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data, has notified the Engineer of site conditions varying from those indicated or specified, and that he has checked and coordinated each item with other applicable accepted shop drawings and the contract requirements. Shop drawings and catalog data submitted without the contractor's stamp of acceptance will be returned to the Contractor without review.
- H. Material and equipment installed or used without shop drawing review are subject to rejection by the Engineer.
- I. Corrections or comments made on shop drawings during review by the Engineer do not relieve the contractor from compliance with requirements of the drawings and specifications. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer review partial submissions or those for which submissions for correlated items have not been received. The Contractor is responsible for: confirming and correlating all quantities, clearance and dimensions, selecting fabrication processes and techniques of construction coordinating work with that of all other trades, and performing their work in a safe and satisfactory manner.

2.03 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new and shall conform to the grade, quality and standards specified herein.
- B. All equipment offered under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids.

- C. Items such as motors, starting equipment, vibration isolating devices, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.
- D. Equipment shall be installed in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. These contractors shall obtain these instructions which will be considered part of these specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purpose intended in the HVAC System.

2.04 EQUIPMENT SUBSTITUTIONS (VARIATIONS)

- A. Refer specifically to Section 00 21 13-Article 3.3 and Section 00 26 00 for product substitution requirements.

2.05 VIBRATION ELIMINATION

- A. The HVAC Contractor shall provide vibration isolation support provisions for all moving or rotating equipment and machinery when such provisions are not furnished and/or integrally mounted by the equipment manufacturers. Equal to Amber/Booth Company or Korfund Company, Inc., installed in accordance with vibration isolation manufacturers' recommendations unless specified otherwise herein.
- B. Provide all rotating or moving machinery or equipment suspended from building structure with approved resilient suspension mountings.
- C. All systems shall operate free from objectionable vibration and noise resulting therefrom, and each Contractor shall take all necessary steps required to achieve this result without additional cost to the Owner.

2.06 INSERTS, HANGER SUPPORTS, CLAMPS, FASTENINGS

- A. All materials, designs and types of inserts, hanger supports and clamps shall meet the requirements of the Manufacturers Standardization Society Document MSS-SP-58, latest edition and also Underwriters Laboratories, Inc., International Mechanical Code and Factory Mutual Engineering Division Standards where applicable. Insert, hanger support and clamp types referenced herein are shown in MSS-SP-58.
- B. Each Contractor shall be responsible for and provide all necessary inserts, hanger supports, fastenings, clamps and attachments necessary for support of his work. The types of all inserts, hanger supports, fastenings, clamps and attachments to be used shall be selected to suit both new and existing building construction conditions and applied specifically for the purposes intended.

- C. In new overhead cast-in-place concrete construction, provide type 18 steel concrete inserts and fasten to form work before concrete is cast. For cast concrete floor or roof sections too thin to permit the use of inserts extend the hanger rod through the slab and terminate with a nut and large washer, recessed into the top face of the slab as approved by the Engineer.
- D. Clamps and attachments shall be selected on the basis of the required load to be supported. Provide all necessary steel angle iron or channel between bar joists, or steel beams where direct attachment cannot be made. No holes are to be drilled or burned in structural building steel for hanger rod supports.
- E. Metallic masonry anchors shall be provided for all pre-cast concrete, masonry and cast concrete construction, and may be provided as an alternate for cast-in-place construction]. Locate in pre-cast and cast-in-place concrete as directed by the Engineer. Dynabolt, Ram-In and/or Tru-Bolt masonry anchors as manufactured by Ramset shall be provided as recommended by the anchor manufacturer for the various applications, stresses and services involved. Redhead, Hilti or Wej-It equivalents acceptable. Installation of masonry anchors shall be accomplished by pre-drilling concrete or masonry to diameters and depths required to properly accommodate anchor bolts.
- F. Toggle bolts may be used in dry wall and lath and block plaster walls. The use of toggle bolts shall be restricted to the weight limitations imposed by the toggle bolt manufacturer for the size used.
- G. Except where noted otherwise herein, attachment to wood or material of similar fibrous nature shall be made with lag screws and/or wood screws of required size.
- H. Screws with wooden or plastic plugs, or lead caulking anchors are not acceptable.

2.07 ANCHOR BOLTS

- A. HVAC Contractor shall provide and set in place at the time foundations, bases or curbs are poured or formed, all necessary anchor bolts as required for the various equipment specified herein. Hook type anchor bolts of proper size and length to suit the apparatus. Set bolts in pipe sleeves of approximately twice the bolt diameter and of length equal to the embedded length of the bolt, with sleeves terminating flush with finished surfaces of foundations, bases or curbs.
- B. When the equipment is set in its proper position and aligned with the anchor bolts, the space between the anchor bolts and the inside wall of the sleeves shall be completely filled with non-shrink cementitious grout equal to crystex as manufactured by L & M Construction Chemicals, Inc., Master Builders or approved equal.

- C. Each Contractor shall assume all responsibility for the location of all anchor bolts for the equipment furnished by them under these specifications, and must have a representative present at the time foundations, bases or curbs are poured or formed.
- D. All anchor bolts shall be of sufficient strength to withstand any loading imposed by the attached materials or equipment.
- E. ALL exterior, pad mounted equipment shall be set in place and secured to the pad with anchor bolts and mechanical fasteners.

2.08 SLEEVES

- A. Each Contractor shall furnish and set all sleeves required for their work and be fully responsible for the final and permanent locations thereof.
- B. Sleeves shall be provided in the following locations:
 - 1. All piping passing through cast-in-place waterproof concrete construction and waterproof masonry walls.
- C. Sleeves shall extend through construction and finished flush with each surface except where noted otherwise. Each sleeve shall provide for a minimum 1/2" clearance around pipe or its covering in the instance of pipe covered with insulation.
- D. All sleeves in waterproof walls shall be fitted and sealed with positive hydrostatic "Link Seals" as manufactured by Thunderline Corporation. Sleeves shall be sized accordingly. Link Seals shall be placed around conduit and inserted into void between inner wall of sleeve and piping and/or conduit. Tighten link seals as required for watertight seal.
- E. All sleeves shall be Schedule 40 steel pipe finished with smooth edges. Sleeves in waterproof walls shall be fabricated with minimum 1/4" thick rectangular steel plate placed around mid-point of sleeve, continuously welded to sleeve and then the entire/plate assembly placed into proper position prior to erection of walls. Otherwise sleeves shall be provided with a minimum of three (3) lugs for anchoring.
- F. Voids between sleeves and piping, where located in fire partitions or masonry walls shall be packed with mineral fiber rope.
- G. All sleeves shall be set prior to or during erection of walls. Cutting or drilling of walls after erection will not be permitted.
- H. If sleeves are omitted or located incorrectly the particular contractor who is at fault shall at their own expense, engage the trade which originally installed the work to cut and patch to the satisfaction of the Engineer.

- I. Any piping that must pass through pre-cast floors and will be exposed, in finished areas, that have floor drains including areas such as Janitors Closets, Toilet Rooms and the like shall be made watertight by use of "Link Seals" inserted into void between conduit and openings thereto.

PART 3 - METHODS

3.01 METHOD OF PROCEDURE

- A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the HVAC Systems.
- B. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturers' instructions and best trade practices.
- C. Each Contractor shall erect all parts of equipment to be furnished by them under their contract at such time and in such manner as not to delay or interfere with other Contractors on the work.
- D. All piping shall be plugged as required during construction to prevent entering of dirt.
- E. Before material is ordered or any work performed, each Contractor shall verify all measurements, including lines, conduit and elevations at the building and shall be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimensions and measurements and those indicated in the Contract Documents. Any discrepancies discovered shall be submitted to the Engineer for consideration before proceeding with the work.
- F. Each Contractor shall lay out their work and be responsible for the establishment of heights, grades, etc., for all interior and exterior fixtures, conduit, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment and/or materials shall be relocated without cost to the Owner, as directed by the Engineer, regardless of which equipment was installed first.
- G. Each Contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid marring surfaces of the work of other Contractors, as each Contractor will be held

financially responsible for all such injury caused by the lack of precaution and due to negligence on the part of their workmen.

- H. All piping, ductwork and other HVAC materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.

3.02 PROTECTION

- A. All openings in piping, ductwork and all other materials shall be effectively sealed to exclude dirt, sand, and other foreign materials.
- B. Exercise every precaution to exclude dust, dirt and all other foreign materials from all HVAC equipment rooms during construction. Rooms and equipment contained therein shall be vacuum cleaned at regular intervals. All piping, ductwork and mechanical equipment contained with HVAC components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles. Sufficient electric heaters shall be installed and maintained in equipment rooms and equipment to keep equipment dry and protected from freezing during construction.

3.03 SUPPORTS

- A. Except where noted otherwise in the specifications and shown on drawings, each Contractor shall provide all materials, equipment supports, supplies and labor necessary as required to adequately support, brace and strengthen equipment and materials furnished as part of their contract.
- B. The design, materials, fabrication and erection of structural steel supports shall conform to "Specification for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction, "Code of Standard Practice for Steel Buildings and Bridges". Welding where required shall conform to "Code of Arc and Gas Welding in Building Construction" of the American Welding Society.

END OF SECTION 23 04 99

THIS PAGE INTENTIONALLY LEFT BLANK

NOT FOR BIDDING PURPOSES

SECTION 26 04 99
COMMON WORK REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The conditions of Division 01 GENERAL REQUIREMENTS apply to each and every Contract and Contractor or other person or persons supplying any material or labor entering this building, either directly or indirectly.
- B. Electrical Contractors are bound by provisions of Conditions as described above.
- C. One (1) Contractor will be covered by these General Requirements.
 - 1. Electrical.
- D. For simplicity, these Sub-Contracts and Sub-Contractors will be referred to further herein as the Electrical Contracts or Contractors.

1.02 DRAWINGS AND SPECIFICATIONS

- A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.
- B. Any apparatus, machinery, small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the Electrical Contractors.
- C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
- D. In the case of a conflict between the specifications and the drawings, not clarified by addendum, the better quality or greater quantity shall be provided without exception. If determined during construction that the lesser quality product is required by the Engineer, a credit change order will be obtained for the difference in cost.
- E. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both.
- F. When any device or part of equipment is herein referred to in the singular number, such as "the motor" such reference shall be deemed to apply to as many such devices as required to complete the installation.

- G. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

1.03 LAWS, ORDINANCES, REGULATIONS AND PERMITS

- A. The entire Electrical Systems in all and or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, notwithstanding anything in these drawings or specifications to the contrary.
- B. Each Contractor shall pay all fees and obtain and pay for all permits and inspections required by any authority having jurisdiction in connection with their work.
- C. Electrical work shall comply with the requirements of the National Electrical Code, National Electric Safety Code, NFPA and other boards and departments having local jurisdiction. Electrical Contractor shall obtain and pay for Certifications of Inspection by an authorized Electrical Inspection Agency and by local, municipal and state approving agencies.

1.04 TESTS

- A. The following requirements are supplementary to tests specified for individual equipment or systems in Electrical work sections.
1. Give written notice of date of test in ample time to all concerned.
- B. Concealed work shall remain uncovered until all required tests have been completed; but if construction schedule requires, arrange for prior tests on parts of systems as approved.
- C. As soon as conditions permit, conduct preliminary tests of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments and or replacements as preliminary tests may indicate, prior to acceptance tests.
- D. Conduct performance and operating tests as specified or required for each system or equipment unit in presence of the Engineer as well as a representative of agencies having jurisdiction.
- E. Obtain Certificates of Approval and/or Acceptance as specified or required in compliance with regulations of agencies having jurisdiction. Work shall not be deemed complete until such Certificates have been delivered to the Engineer.
- F. Testing shall prove conclusively that Electrical systems operate properly, efficiently and quietly in accordance with intent of drawings and specifications.

1.05 CLEANING

- A. Each Contractor and/or Sub-Contractor who is responsible for execution of individual sections of work shall be responsible for the following:
1. Removal of all lumber, refuse, metal, piping and debris from site resulting from their work.

2. Cleaning drippings resulting from their work, etc., from finished work of other trades.
 3. Cleaning, polishing, waxing of their work as required.
- B. After testing, and acceptance of all work by the Engineer and the Owner, each Contractor shall thoroughly clean all equipment and material involved in their Contract to the satisfaction of the Engineer.

1.06 INSTRUCTING OWNER'S PERSONNEL

- A. After all tests and adjustments have been made, each Contractor shall fully instruct the representatives of the Owner in all details of operation of the equipment installed under their contract. Instruction shall be digitally recorded and copy provided with closeout documents on DVD.
- B. Each Contractor shall operate their equipment for sufficient length of time to satisfy Engineer that requirements of Contract Documents have been fulfilled.

1.07 OPERATING AND MAINTENANCE MANUALS

- A. Each Contractor shall provide one (1) electronic (Original PDF) and three (3) copies of printed instructions to the Engineer upon completion of installation. Instructions shall be bound in separate, hardback, 3-ring loose leaf binders.
- B. Instruction books shall be prepared by sections and contain detailed operating and maintenance instructions for all components of all systems, including wiring, and schematic diagrams necessary for clarity. The cover of each binder shall be identified with the name of the project and the words "Operating and Maintenance Manuals".
- C. Each section shall have labeled tabs and be clearly marked with equipment or system name and contain detailed parts list data, ordering information therefore and the name, address and telephone number of the closest supply source.
- D. All instructional data shall be neatly and completely prepared to the satisfaction of the Engineer.
- E. One (1) copy of each final, Approved shop drawing shall be included in each Operating & Maintenance Manual.

1.08 GUARANTEE

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

provide free service for all equipment and systems involved in his contract during this guarantee period.

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

1.09 ENTRANCE OF EQUIPMENT

- A. Each Contractor shall perform all necessary rigging required for completion of work under their contract.

1.10 VISIT TO SITE

- A. Due to the nature of the work involved under this contract, all bidders are required to thoroughly examine the site.
- B. Bidding Contractors shall thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of this Contract.
- C. If discrepancies are noted between requirements of Contract Documents and existing conditions, Contractor shall so indicate to Engineer during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in Engineer's interpretation during the construction period and Engineer's decision will be final and binding as the sole interpreter of the contract requirements.
- D. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.
- E. Submission of proposals shall be considered evidence that Contractors have complied with the requirements of this Article.

1.11 AS-BUILT DRAWINGS

- A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all underground, above ground and crawl space conduit, outlets, wiring devices, lighting fixtures, panelboards, access panels, junction boxes, circuit breakers, disconnect switches, starters, transformers, and all other components of the work performed by the Division 26 (Electrical) contractor and their subcontractors.

- B. As built drawings shall be maintained by the contractor and updated on a daily basis. Current As-Built drawings shall be brought to each construction meeting.
- C. Include on the record set, all formal modifications to the contract documents including but not limited to: addendum items, responses to RFI's (field directives), ASI's, change order items and underground obstructions.
- D. At project completion, obtain a READ ONLY set of contract documents from the Engineer in AutoCAD 2017 (or later) .dwg format. Copy the source documents and create new documents, modifying the original files by incorporating all items noted on the record drawings onto the source AutoCAD files.
- E. For each drawing, make one (1) .dwg file and one (1).pdf file and copy all files onto a single Digital Video Disk (DVD). Make one (1) additional copy of the DVD. Using the new AutoCAD files, make four (4) prints of the As Built drawings. Incorporate one set of prints in each O&M manual.
- F. In cases where the prime contractor or subcontractors are required to design and/or submit original shop drawing documents, prepared by the respective contractors for submission to State Agencies (i.e.: sprinkler, fire alarm, etc.), each respective contractor or subcontractor shall revise their drawings accordingly and include all As-Built information, thereon. Submit As-Built in the same format, (i.e.: Two (2) DVD's, one (1) mylar reproducible and three (3) prints) as with the project As-Built information contained thereon.

1.12 SERVICING OF EQUIPMENT AND SYSTEMS

- A. After work has been completed under the Electrical contract, and prior to final acceptance tests, each Contractor shall have manufacturers or their authorized agents of the equipment and material installed, completely check their equipment and put it into actual operation. In each case, the respective Contractor shall have the manufacturers thoroughly check the complete installation of the equipment produced by him for proper and correct operation under the service intended.
- B. Six months after final acceptance of the work under the Electrical contract, each Contractor shall have the manufacturers again check their equipment for proper operation. Coincidentally, this contractor shall assure that the building custodian is properly instructed in the servicing of the equipment.
- C. Prior to expiration of the guarantee period, each contractor shall check all equipment, materials and systems installed under his contract, make necessary adjustments and/or replacements, and leave systems in first class operating condition.

1.13 EXCAVATION AND BACKFILLING

- A. Each Contractor shall perform all excavation, backfilling, pumping and de-watering necessary for completion of work under their contract, unless noted otherwise. All excavation shall be considered classified.
- B. Remove from premises or deposit as directed by Engineer all material excavated and not required or suitable for backfilling.

- C. Carefully remove and store topsoil, shrubbery and sod until underground work is complete and trenches are backfilled and then re-install. Replace any damaged items to the satisfaction of the Engineer.
- D. Trench depth shall be as indicated on the drawings. Under no circumstances shall trench depth be less than that called for in the NEC or the Utility serving the premises. Trench depth shall allow adequate cover over ducts and conduit. Walls shall be perpendicular to the top of piping and ducts and trench bottoms shall be instrument graded in the direction of flow as required. Earth shall be scooped out under conduit couplings to provide a solid bearing for the duct or conduit on undisturbed earth. Cinder fill, stones or bricks beneath piping are prohibited.
- E. Each Contractor shall provide sheathing, shoring and bracing necessary to complete their excavation and backfilling work and shall exercise every precaution necessary to prevent accident, injury or death to any human and damage to property of others. Remove all sheathing, shoring and bracing upon completion of work.
- F. It shall be the responsibility of each Contractor to check with the various utility companies, Miss Utility and make the necessary arrangements to avoid damage to property. Since this campus maintains all privately owned utilities, this contractor shall hire an independent testing agency to identify all underground obstructions in the path and area of their excavations. Each Contractor is responsible for damage during excavation to existing piping or equipment. Such damage shall be repaired promptly without cost to the Owner.
- G. Backfill after inspection and approval. Backfill shall be made with clean earth, free from rocks, frozen particles, debris or other foreign materials. Deposit in uniform layers not over six inches (6") thick with each layer mechanically tamped to 90% before the next layer is applied. When approved backfill material is not available from the site, each Contractor, at his own expense shall provide additional select backfill to complete installation. Final backfill only after testing procedures have been approved.
- H. All trenches that pass under wall foundations shall be backfilled with lean concrete, full height, directly under wall footing, and at a 1:1 slope away from wall or column footing. Trenches that are parallel with and deeper than wall foundations shall be backfilled with lean concrete on a 1:1 slope away from the bottom of the wall or column footing.
- I. Each Contractor shall perform all cutting and patching to sidewalks, curbs, bituminous paving, walls, etc. required by performance of excavation and backfilling. Install and maintain temporary paving as directed by Engineer. Make repairs to sidewalks in complete blocks, partial patching will not be acceptable. Provide all materials for patching in strict accordance with applicable Articles of the General Construction Specifications.
- J. Where rock is encountered during installation of underground conduit systems, carry trenches to a point six inches (6") below bottom of conduit and provide a six inch (6") layer of crushed stone or gravel as a cushion.
- K. All excavation work shall include all pumping equipment, materials and labor necessary to keep all excavations free of water. Provide well points as required with disposition of water as directed by Engineer.
- L. Each Contractor shall provide suitable indemnity for all accidents to humans, animals or equipment caused by their excavating and backfilling work. They shall provide suitable

guards, barricades, red lanterns, flares and take the necessary precaution for an approved and safe installation. All trenches shall be backfilled at the end of each working day. Where a trench must be left open, provide snow fencing and coverings of adequate size and strength over entire open area.

1.14 CONTINUITY OF SERVICES

- A. Generally, no action shall be taken by the Electrical Contractor that will interrupt any of the existing building services for this building or any other building until previously arranged with the Engineer and Owner or their authorized representative.
- B. Should any service be interrupted by this Contractor, the Contractor causing such interruption shall provide immediately all labor, including overtime if necessary, and all material and equipment necessary for restoration of such service.

1.15 TEMPORARY FACILITIES, UTILITIES AND HEATING

- A. Refer to Section TEMPORARY FACILITIES AND CONTROLS in Division 1 of these specifications.

1.17 DISCONNECT AND REMOVALS

- A. The Contractors shall visit the site prior to submitting their bid and shall include in their bid all labor and material necessary to remove, relocate or modify the items which interfere with new construction. This shall include wiring extensions, removals and modifications.
- B. Incidental items such as cover plates, boxes, and appurtenances shall be provided by this contractor.
- C. Patch all holes through floors and walls where conduits have been removed and maintain integrity of fire rating.
- D. Existing items that are to remain but become de energized due to removals shall be re energized by this Contractor who shall provide necessary wiring extensions as required. Contractor shall investigate wiring in area of construction and ascertain wiring that must remain in order to maintain operation of items outside of new work area.

1.13 RELOCATIONS

- A. Items requiring relocation due to new construction shall be disconnected, removed, cleaned and re installed where shown or directed. Branch circuit wiring associated with these items shall be removed and re-routed to new equipment locations and reconnected. The contractor shall field verify all relocations and re-routing requirements and shall include this in their bid.

PART 2 - MATERIALS

2.01 MANUFACTURER'S AND SUB-CONTRACTORS LIST

- A. Before ordering any material or equipment unit, and not later than twenty (20) working days after signing of contracts each Contractor shall submit a list of Manufacturers,

Sub-Contractors and Suppliers showing make, type, manufacturers name and trade designation of all materials, and equipment, proposed for use under this contract. List shall be prepared by reference to specifications.

- B. The list, when accepted, shall be supplementary to specifications, and no variations therefrom will be permitted except with the approval of the Engineer.
- C. No shop drawings will be processed until the Contractor has satisfactorily completed the requirements of this Article.

2.02 MATERIALS AND EQUIPMENT

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

2.03 EQUIPMENT SUBSTITUTIONS (VARIATIONS)

- A. Refer specifically to Section 01 25 00 for product substitution requirements.

2.04 VIBRATION ELIMINATION

- A. The Electrical Contractor shall provide vibration isolation support provisions for all moving or rotating equipment, machinery and transformers when such provisions are not furnished and/or integrally mounted by the equipment manufacturers. Equal to Amber/Booth Company or Korfund Company, Inc., installed in accordance with vibration isolation manufacturers' recommendations unless specified otherwise herein.
- B. Provide all rotating or moving machinery or equipment suspended from building structure with approved resilient suspension mountings.
- C. All final electrical connections to moving or vibrating equipment, such as motors, generators, transformers, etc., shall be made by use of flexible metallic conduit.
- D. No rigid conduit or other extended machine assemblies connected to vibration isolated equipment shall be tied in directly with the building construction. Such elements shall be

connected to the equipment through flexible fittings, and be supported by isolating equipment as required.

- E. All systems shall operate free from objectionable vibration and noise resulting therefrom, and each Contractor shall take all necessary steps required to achieve this result without additional cost to the Owner.

2.05 INSERTS, HANGER SUPPORTS, CLAMPS, FASTENINGS

- A. All materials, designs and types of inserts, hanger supports and clamps shall meet the requirements of the Manufacturers Standardization Society Document MSS-SP-58, latest edition and also Underwriters Laboratories, Inc., National Electrical Code and Factory Mutual Engineering Division Standards where applicable. Insert, hanger support and clamp types referenced herein are shown in MSS-SP-58.
- B. Each Contractor shall be responsible for and provide all necessary inserts, hanger supports, fastenings, clamps and attachments necessary for support of his work. The types of all inserts, hanger supports, fastenings, clamps and attachments to be used shall be selected to suit both new and existing building construction conditions and applied specifically for the purposes intended.
- C. In new overhead cast-in-place concrete construction, provide type 18 steel concrete inserts and fasten to form work before concrete is cast. For cast concrete floor or roof sections too thin to permit the use of inserts extend the hanger rod through the slab and terminate with a nut and large washer, recessed into the top face of the slab as approved by the Engineer.
- D. Clamps and attachments shall be selected on the basis of the required load to be supported. Provide all necessary steel angle iron or channel between bar joists, or steel beams where direct attachment cannot be made. No holes are to be drilled or burned in structural building steel for hanger rod supports.
- E. Metallic masonry anchors shall be provided for all pre-cast concrete, masonry and cast concrete construction, and may be provided as an alternate for cast-in-place construction]. Locate in pre-cast and cast-in-place concrete as directed by the Engineer. Dynabolt, Ram-In and/or Tru-Bolt masonry anchors as manufactured by Ramset shall be provided as recommended by the anchor manufacturer for the various applications, stresses and services involved. Redhead, Hilti or Wej-It equivalents acceptable. Installation of masonry anchors shall be accomplished by pre-drilling concrete or masonry to diameters and depths required to properly accommodate anchor bolts.
- F. Toggle bolts may be used in dry wall and lath and block plaster walls. The use of toggle bolts shall be restricted to the weight limitations imposed by the toggle bolt manufacturer for the size used.
- G. Except where noted otherwise herein, attachment to wood or material of similar fibrous nature shall be made with lag screws and/or wood screws of required size.
- H. Screws with wooden or plastic plugs, or lead caulking anchors are not acceptable.

2.06 ANCHOR BOLTS

- A. Electrical Contractor shall provide and set in place at the time foundations, bases or curbs are poured or formed, all necessary anchor bolts as required for the various equipment specified herein. Hook type anchor bolts of proper size and length to suit the apparatus. Set bolts in pipe sleeves of approximately twice the bolt diameter and of length equal to the embedded length of the bolt, with sleeves terminating flush with finished surfaces of foundations, bases or curbs.
- B. When the equipment is set in its proper position and aligned with the anchor bolts, the space between the anchor bolts and the inside wall of the sleeves shall be completely filled with non-shrink cementitious grout equal to crystex as manufactured by L & M Construction Chemicals, Inc., Master Builders or approved equal.
- C. Each Contractor shall assume all responsibility for the location of all anchor bolts for the equipment furnished by them under these specifications, and must have a representative present at the time foundations, bases or curbs are poured or formed.
- D. All anchor bolts shall be of sufficient strength to withstand any loading imposed by the attached materials or equipment.
- E. ALL exterior, pad mounted equipment shall be set in place and secured to the pad with anchor bolts and mechanical fasteners.

2.07 SLEEVES

- A. Each Contractor shall furnish and set all sleeves required for their work and be fully responsible for the final and permanent locations thereof.
- B. Sleeves shall be provided in the following locations:
 - 1. All conduits passing through cast-in-place waterproof concrete construction and waterproof masonry walls.
- C. Sleeves shall extend through construction and finished flush with each surface except where noted otherwise. Each sleeve shall provide for a minimum 1/2" clearance around pipe or its covering in the instance of pipe covered with insulation.
- D. All sleeves in waterproof walls shall be fitted and sealed with positive hydrostatic "Link Seals" as manufactured by Thunderline Corporation. Sleeves shall be sized accordingly. Link Seals shall be placed around conduit and inserted into void between inner wall of sleeve and piping and/or conduit. Tighten link seals as required for watertight seal.
- E. All sleeves shall be Schedule 40 steel pipe finished with smooth edges. Sleeves in waterproof walls shall be fabricated with minimum 1/4" thick rectangular steel plate placed around mid-point of sleeve, continuously welded to sleeve and then the entire plate assembly placed into proper position prior to erection of walls. Otherwise sleeves shall be provided with a minimum of three (3) lugs for anchoring.
- F. Voids between sleeves and conduit, where located in fire partitions or masonry walls shall be packed with mineral fiber rope.
- G. All sleeves shall be set prior to or during erection of walls. Cutting or drilling of walls after erection will not be permitted.

- H. If sleeves are omitted or located incorrectly the particular contractor who is at fault shall at their own expense, engage the trade which originally installed the work to cut and patch to the satisfaction of the Engineer.
- I. Any conduit that must pass through pre-cast floors and will be exposed, in finished areas, that have floor drains including areas such as Janitors Closets, Toilet Rooms and the like shall be made watertight by use of "Link Seals" inserted into void between conduit and openings thereto.

PART 3 - METHODS

3.01 METHOD OF PROCEDURE

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

- H. Do not run conduit for Electrical Systems in any concrete slab three inches (3") or less in thickness. Do not place any conduit in any slab where the outside diameter of the pipe or conduit is more than one-quarter the thickness of the slab.
- I. All conduit and other Electrical materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.

3.02 PROTECTION

- A. All openings in conduit and all other materials shall be effectively sealed to exclude dirt, sand, and other foreign materials.
- B. Exercise every precaution to exclude dust, dirt and all other foreign materials from switchgear rooms, transformers, and all electrical equipment rooms during construction. Rooms and equipment contained therein shall be vacuum cleaned at regular intervals. All relays, meters and mechanical equipment contained with electrical components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles. Sufficient electric heaters shall be installed and maintained in equipment rooms and transformer compartments to keep equipment dry and protected from freezing during construction.

3.03 SUPPORTS

- A. Except where noted otherwise in the specifications and shown on drawings, each Contractor shall provide all materials, equipment supports, supplies and labor necessary as required to adequately support, brace and strengthen equipment and materials furnished as part of their contract.
- B. The design, materials, fabrication and erection of structural steel supports shall conform to "Specification for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction, "Code of Standard Practice for Steel Buildings and Bridges". Welding where required shall conform to "Code of Arc and Gas Welding in Building Construction" of the American Welding Society.

END OF SECTION

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for turf, grasses and plants.
2. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Section 31 10 00 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
2. Section 32 92 00 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

1.3 DEFINITIONS

- A. Base Course: Aggregate layer placed between the subbase course and curbing.

- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

- D. Fill: Soil materials used to raise existing grades.

- E. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify "Miss Utility" for area where Project is located before beginning earth moving operations. Contractor to hire private locator for on-site work.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, Section 31 10 00 "Site Clearing," are in place.
- D. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- E. Do not direct vehicle or equipment exhaust towards protection zones.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Meeting DelDOT Standard Specifications, Sections 209.04(A) or 209.04(F) and 301 for Borrow, Type A (underneath pavement) or Type F (outside pavement footprint).
- E. Base Course: Meeting DelDOT Standard Specifications, Sections 302, 813 and 821, Type B.
- F. Sand: ASTM C 33; fine aggregate.
- G. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION FOR CURB AND GRASS

- A. Excavate surfaces under curb and grass to indicated lines, cross sections, elevations, and subgrades.

3.3 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.4 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under curbs use satisfactory soil material or engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.5 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.6 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under curbs scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 90 percent.
 - 2. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.

3.7 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Curbs: Plus or minus 1/2 inch.

3.8 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

This page intentionally left blank.

SECTION 31 25 00

EROSION & SEDIMENT CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

Provide necessary equipment, labor and supplies for erosion and sediment control throughout project. Work consists of grading of site, providing silt fence, inlet protection, and straw bale dikes and other necessary measures as required for effective control. Sediment and erosion control work shall comply with the requirements of the State of Delaware Erosion and Sediment Control Handbook, 2005 Addition, and the Delaware Sediment and Stormwater Regulations, issued January 2014. The receipt of a proposal by a bona fide bidder shall be interpreted to mean the Contractor has familiarized himself with these Regulations and Rules of Procedure and is fully cognizant of exactly what is required.

1.2 SUBMITTALS

A. Erosion and Sediment Control Schedule.

At pre-construction conference or prior to start of actual construction, submit for acceptance, schedules for accomplishment of temporary and permanent erosion control work. No work shall be started until erosion control schedules and methods of operation have been approved.

1.3 EXECUTION

- A. Throughout the duration of the project, control erosion and minimize siltation to rivers, streams and impoundments. Control shall include, but is not limited to the use of berms, dikes, dams, sediment basins, sediment traps, filters, fiber mats, netting, gravel or crushed stone, mulch, grasses, slope drains, and other methods. Erosion and sediment control measures as described herein and on the drawings shall be applied to erodible materials exposed by any project activity.
- B. Coordinate erosion and sediment control measures with the construction of the permanent drainage facilities which shall be constructed prior to the grading operation to assure economical, effective and continuous erosion and siltation control.
- C. Dress, prepare, and seed slopes immediately following the completion of each portion of work and immediately following suspension of grading operations.
- D. Fill slopes shall be dressed, prepared and seeded as the embankment proceeds to the extent needed to stop erosion and sedimentation.

- E. The Contractor shall incorporate permanent erosion control features into the project at the earliest practicable time. Temporary erosion control measures shall be used to correct conditions that develop during construction that were not foreseen during the design stage, that are needed prior to installation of permanent erosion control features, or that are needed temporarily to control erosion that develops during normal construction practices that are not associated with permanent control features of the project.

END OF SECTION

SECTION 31 32 00

SOIL STABILIZATION

PART 1 - GENERAL

- 1.1 Includes topsoil, fertilizers and lime for unpaved disturbed areas as shown on the Drawing.
- 1.2 SUBGRADE
 - A. To be neutralized with lime if highly acid or composed of heavy clay.
- 1.3 SUBMITTALS
 - A. Laboratory test results of topsoil for PH, soluble salts and application requirements for lime and fertilizer.
- 1.4 Related work specified elsewhere: Turf and Grass 32 92 00.

PART 2 - PRODUCTS

- 2.1 TOPSOIL
 - A. Sandy loam, silt loam, or other soil approved by the Owner.
 - B. Shall not contain subsoil, slag, cinders, stones, lumps of soil, sticks, roots, trash or other extraneous materials larger than 1" in diameter or length.
 - C. Must be free of plants or plant parts of bermuda grass, quackgrass, Johnson grass, nutsedge, poison ivy, Canadian thistle, or others as specified.
 - D. A pH of 5.0 to 7.0 is required.
 - E. Soluble salts shall not be higher than 500 parts per million.
- 2.2 FERTILIZERS
 - A. Uniform in composition, free flowing and suitable for application with approved equipment.
 - B. Delivered to the site fully labeled according to applicable State Fertilizer Laws and shall bear the name, trade name or trade-mark and warranty of the producer.
 - C. Fertilizer application rates shall be determined by soil tests per the approved sediment & erosion control plan.
 - D. Fertilizer shall be distributed evenly over the area to be seeded.

2.3 LIME

- A. Shall be ground limestone (hydrated or burnt lime may be substituted) which contains at least 50% total oxides (calcium oxide plus magnesium oxide).
- B. Ground limestone shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 98 to 100% will pass through a 20-mesh sieve.
- C. Application rates of liming materials shall be per the approved sediment & erosion control plan.
- D. Lime shall be distributed uniformly over the entire areas to be seeded.

PART 3 - EXECUTION

3.1 SUBSOIL

- A. Test for PH. If highly acid apply ground limestone at the rate of 100 pounds per 1,000 sq. ft.
- B. Immediately prior to placing topsoil, loosen subsoil by disking or scarifying to a depth of at least two inches.

3.2 TOPSOIL

- A. Topsoil shall be uniformly distributed on the designated areas and it shall be a minimum depth of 4 inches after firming.
- B. Spreading shall be performed in such a manner that seeding can proceed with a minimum of additional soil preparation and tillage.
- C. 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.
- D. 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 or proposed seeding.
- E. After the topsoiling has been spread and the final grades approved, it shall be cleared of all grade stakes, surface trash and other objects that would hinder maintenance of seeded and planted areas.
- F. Paved areas over which hauling operations are conducted shall be kept clean, and any soil which may be brought upon the surfacing shall be promptly removed.

- G. The wheels of all vehicles shall be kept clean to avoid tracking soil on the surfacing of roads, walks or other paved areas.
- H. Lime and fertilizer shall be uniformly mixed into the top 4 inches of soil by disking, harrowing or other approved methods.
- I. Any undulations or irregularities in the surface resulting from fertilizing, liming, tilling or other causes shall be leveled prior to seeding.
- J. Flooded, washed out or areas otherwise damaged shall be reconstructed and all grades re-established by the landscape contractor in accordance with the drawings and/or other applicable specifications.

END OF SECTION

This page intentionally left blank.

SECTION 32 92 00

TURF AND GRASSES

PART 1 - GENERAL

1.1 Includes fine grading, seeding and mulching of all disturbed areas.

1.2 QUALITY ASSURANCE

A. Deliver packaged materials in containers showing weight, analysis and name of manufacturer.

B. Protect materials from deterioration during delivery and while stored at site.

1.3 MAINTENANCE

A. Maintain grassed areas for not less than 60 days after acceptance of project.

B. Include watering, fertilizing, weeding, mowing, trimming and other operations required to establish a smooth, acceptable lawn, free of eroded or bare areas.

C. Reseed or replace areas damaged by construction processes or personnel.

1.4 GUARANTEE

A. All seeded areas to produce a dense, well-established and uniform turf. Contractor to be responsible for repair of any eroded, dead or bare areas until acceptance by Owner. Repair work to be accomplished as in original work.

1.5 RELATED WORK SPECIFIED ELSEWHERE

A. Soil Stabilization - Section 31 32 00.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials to conform to those stipulated below, unless otherwise approved.

B. Specified materials to be applied in amounts and methods herein stipulated.

C. Delivery tickets, indicating date, weight, analysis and vendor's name to be submitted to Project Engineer upon request.

- D. Grass seed to be fresh new-crop seed complying with purity and germination requirements stipulated herein.
- E. All seed shall be Delaware State Board of Agriculture certified and shall carry certified labels which shall be furnished by the Landscape Contractor to Owner. Seed shall be free of noxious grasses.

<u>Type</u>	<u>Min. Purity %</u>	<u>Min. Germination %</u>	<u>Max. Weed Seed %</u>
Kentucky 31 Fescue	98	85	0.5
Crownvetch	99	70	0.15

- F. Mulch:
1. All mulch shall be straw tacked with asphalt emulsion, in accordance with DELDOT requirements
 2. Mulch applied by spray equipment (hydro-seeded) to be equipped with an agitation system capable of keeping all solid in the mixture in complete suspension at all times until used.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All disturbed areas within project limits that are not shown for paving or special treatment are to be prepared for seeding.
- B. Prior to seeding all surface areas shall be fine graded, free from debris, lumps, depressions, etc. Swales shall be correct and true and ready for seeding. Maximum tolerance is 0.1 foot.
- C. Seeding:
1. All areas within project limits that are not shown as paving, are to be seeded with specified seed mix. Slopes 3:1 or flatter shall be seeded with Kentucky Fescue 31 per the approved sediment and erosion control plan. Slopes steeper than 3:1 shall be seeded with Crownvetch per the approved sediment and erosion control plan.
 2. Seed on flat areas are to be uniformly distributed with an approved culti-packer and attached seed-hopper to insure a covering of 1/8" or less. Sow 1/2 seed in one direction and balance at right angles. If so directed, additional firming by light rollers to be accomplished.
 3. At Contractor's option, seed on flat areas are to be applied by spray method provided all provisions of Section 734.06, DELDOT Specifications are met. Slopes steeper than 3:1 shall be applied by spray in accordance with DELDOT specification 734.07.

4. No seeding to be done during windy weather, or when ground is wet or otherwise non-tillable.
5. Seed mix to be sown between August 15th and October 31st or between February 1st, and April 30th unless otherwise approved.

D. Temporary Seeding

1. An annual rye grass shall be mixed with the specified seed mix to insure a quick stand of grass. The rye grass is to be applied at a rate of 150 lbs. per acre.

E. Mulching

1. All seeded areas to be mulched immediately following seeding. Mulching shall conform with the approved sediment and erosion control plan. Mulch and binder shall be per DELDOT specification 735.02.

END OF SECTION

This page intentionally left blank.

APPENDIX

NOT FOR BIDDING PURPOSES

DENG ANTITERRORISM PLAN FY 11

TAB 1 to APPENDIX 1 (FORCE PROTECTION GUIDANCE FOR CONTRACTING) to
ANNEX I (SERVICE SUPPORT) to DENG ANTITERRORISM PLAN FY 11

DEARNG SECURITY REQUIREMENTS & PROCEDURES

1. REQUIREMENTS

The DEARNG facilities has issued regulations to be observed by all Contractors, their subcontractors (if any), employees and other firms providing services for or otherwise assigned to, or working on, the Project in order to minimize disruption to daily operations, maintain security and to facilitate the construction processes. While working inside DEARNG facilities on a regular or an occasional basis, it must be clearly understood that DEARNG security requirements will at all times take precedence over construction operations. The Contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

2. WORKING AT A DELAWARE NATIONAL GUARD INSTALLATIONS

a. In order for the DEARNG to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the DEANRG Contracting Officer after project has been awarded during the pre-construction meeting, including their name, social security number, age, sex, and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to facilities during project construction of the DEARNG facilities. The Contracting Officer will submit a list to the Director of Military Support for review. The Director of Military Support will have background checks conducted and will provide the contracting officer with an approved, or rejected, personnel list. All badges and accesses will be issue by Director of Military Support.

b. Workers will not be permitted in DENG Facilities without approval and proper identification.

c. All tools, equipment, and supplies, shall be removed from the facilities daily or secured in a pre-approved containment system approved by the contracting officer.

d. Weapons of any type are not permitted.

e. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility each day. Past projects being completed during increased security levels at a DENG facility may take between one half to one hour to enter or leave the facility.

f. Contractor is also advised that only limited movement will be permitted while inside the DENG facilities.

g. Contractors are requested to notify the Contracting Officer upon arrival and termination of worker's services in order that the identification card on file can be pulled and rendered inactive.

h. Completion of "A" Short Form is required for all employees (see next page for "A" Short Form).

DENG ANTITERRORISM PLAN FY 11

TAB 1 to APPENDIX 1 (FORCE PROTECTION GUIDANCE FOR CONTRACTING) to ANNEX I (SERVICE SUPPORT) to DENG ANTITERRORISM PLAN FY 11

"A" SHORT FORM

**DELAWARE NATIONAL GUARD CONTRACTING SHORT FORM
LIST OF PERSONNEL FOR BACKGROUND CHECK
FOR ON-SITE WORK**

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE/FAX: _____

[illegible]



**STATE OF DELAWARE
DELAWARE NATIONAL GUARD
JOINT FORCE HEADQUARTERS
FIRST REGIMENT ROAD
WILMINGTON, DELAWARE 19808-2191**



DENG-TAG

1 February 2013

MEMORANDUM All Members, Delaware National Guard

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

1. References:

- a. DoD Directive 1010.10, Health Promotion and Disease/Injury Prevention
- b. Army Regulation (AR) 600-63, Army Health Promotion, dated 7 May 07
- c. Air Force Instruction (AFI) 40-102, Tobacco Use in the Air Force dated 26 Mar 12.
- d. Army Regulation (AR) 215-1, Morale, Welfare & Recreation, dated 24 Sep 10.
- e. State of Delaware Policy, Tobacco-Free Workplace, dated 1 Jan 13
- f. Executive Order 13058 – Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace
- g. Code of Federal Regulations (CFR), Title 41, Part 102-74

2. The Department of Defense and the State of Delaware have established policies supporting a tobacco-free workplace. Tobacco use is one of the leading causes of preventable death in the United States. Tobacco use degrades the state of military readiness and the health of our military and civilian members while reflecting poorly on our professional image and appearance.

3. The federal and state policies differ slightly in their restrictions. The Federal policy allows, but discourages, the use of tobacco products on their installations. The State policy expressly forbids the use of tobacco products on state property. Since the majority of our Delaware National Guard installations are state supported, it is my intent, as Commander of the Delaware Army and Air National Guard, to implement the more stringent policies for all of our installations (both federal and state).

4. Our support of the more strict policies demonstrates that the Delaware National Guard is committed to providing a healthy and productive work environment for employees, clients, visitors, and contractors. The ultimate goal of Tobacco-Free Workplace Policies is to improve the health of our most valued resource.....our employees.

DENG-TAG

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

5. There will be a phase-in period for our DNG policy.

a. From 1 February 2013 to 28 February 2013, the Delaware National Guard will distribute information about tobacco cessation programs and encourage our workforce to take advantage of these programs.

b. Effective 1 March 2013, the Delaware National Guard, will fully implement a Tobacco-Free Workplace Policy for all installations (federal and state) that fall under our command and control.

6. The Tobacco-Free Workplace Policy, effective 1 March 2013, is clearly stated below:

The use of tobacco products is prohibited within the boundaries of all federal and state workplaces, including all buildings, facilities, indoor and outdoor spaces and the surrounding grounds owned, managed, or inhabited by the Delaware National Guard. This policy applies to parking lots, walkways, vehicles, aircraft, and also to privately owned vehicles that are parked or operated on our properties. For illustrative purposes of this policy, tobacco is defined as any type of tobacco product to include, but not limited to: cigarettes, cigars, cigarillos, electronic cigarettes, pipes, bides, hookahs, smokeless, spit tobacco or snuff.

7. This policy does not affect individual tobacco use on private property, public roads, or sidewalks. The success of this policy depends on the courtesy and cooperation of both tobacco users and nonusers. Everyone is responsible for respectfully following and helping implement these policies.

8. Other command guidance and policy considerations:

a. Each installation Commander (building managers) will acquire and prominently post as many signs as deemed necessary to publicize the tobacco-free workplace policy. The signs will state that:

“THIS IS A TOBACCO FREE INSTALLATION AND USE OF ANY TOBACCO PRODUCT IS PROHIBITED”

b. All Designated Tobacco Areas (DTAs) or designated smoking areas will be removed from every DNG federal and state facility. Pavilions and canopies formerly used as DTAs can be re-missioned if needed for other support operations, however, there will be no tobacco product receptacles provided at any building entrances, exits, or former DTAs.

DENG-TAG

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

c. Bethany Beach recreation use: Tobacco use will be prohibited on Bethany Beach Training Site (BBTS) for official and non-official use. The Tobacco-Free workplace policy applies to the entire post and it will be designated as such in all billets and grounds. There will be no exceptions to this policy as it serves to promote a culture of health and wellness for everyone using the facility.

d. Delaware National Guard full time and part time members and contractors who are in a paid duty status, and working in a location not under the direct Command and Control of the Delaware National Guard, (i.e. Newark Readiness Center and other in-state agencies) will follow this established tobacco-free workplace policy within those locations.

e. It is also our tobacco free workplace policy that tobacco use will not be authorized for anyone supporting external public affairs events, external recruiting and retention initiatives, or within 200 feet of our rented storefronts.

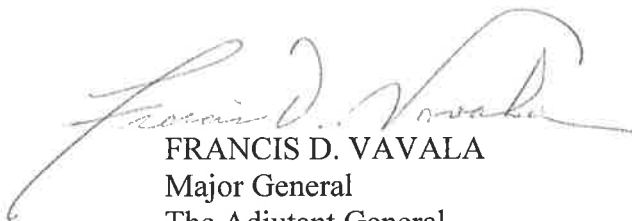
f. Violations of this policy will be reported to the appropriate chain of command. Violators may be subject to discipline based on the reasons and standards set forth in the Technician Personnel Regulations (TPR), TAG Policies, Collective Bargaining Agreements (CBA), or other applicable laws, regulations, or policies.

9. Tobacco Use Cessation Programs:

a. The State of Delaware is committed to providing support to people who wish to stop using tobacco products by giving them access to a variety of resources and assistance, including group counseling. Tobacco users are encouraged to contact the Delaware Quitline for tobacco cessation information at <http://www.dhss.delaware.gov/dph/dpc/quitline.html> or by calling the toll free number at 1-866-409-1858.

b. State Employees can also use the DelaWELL Health Management Program which can be found at the following web link. <https://delawell.alerehealth.com> You may also call the toll free number of 1-866-674-9103.

c. Tobacco Information and Prevention Source (TIPS) sponsored by CDC's Office on Smoking and Health, provides a comprehensive array of information and resources, including publications on stopping the use of tobacco. This site is available at <http://www.cdc.gov/tobacco>



FRANCIS D. VAVALA
Major General
The Adjutant General