

PROJECT MANUAL
FOR
CONCORD HIGH SCHOOL
PARKING LOT IMPROVEMENTS
Wilmington, Delaware

OWNER: **BRANDYWINE SCHOOL DISTRICT**
1000 PENNSYLVANIA AVENUE
CLAYMONT, DE 19703

ENGINEER: **VANDEMARK & LYNCH, INC.**
4305 MILLER ROAD
WILMINGTON, DELAWARE 19802

BSD CONTRACT NO: **BSD25003-CHSSITEIMP**

BID OPENING DATE: **JUNE 10, 2025**



**VANDEMARK
& LYNCH, INC.**
ENGINEERS • PLANNERS • SURVEYORS

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**SECTION 001116
INVITATION TO BID****SECTION 00 11 16 – INVITATION TO BID**

Sealed bids for Concord High School Parking Lot Improvements, Contract No. BSD250003-CHSSITEIMP will be received by the **Brandywine School District at the Facilities Office, 1000 Pennsylvania Avenue, Claymont, Delaware on June 10, 2025, at 11:00 AM** at which time they will be publicly opened and read aloud. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project Scope - Milling, paving, and patching parking lots, sidewalk and curb reconstruction, and site accessibility improvements. Work can commence on **June 16, 2025**. The Work must be substantially complete by **August 20, 2025**.

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

A Mandatory Pre-Bid Meeting will be held in the cafeteria at Concord High School: 2501 Ebright Rd, Wilmington, DE 19810 on May 22nd at 10:00 AM for the purpose of establishing the listing of subcontractors, site examination, and answering questions.

Sealed bids shall be addressed to the Brandywine School District, Attn: Carol Riddle. The outer envelope should clearly indicate: **Project # - “BSD25003-CHSSITEIMP, SEALED BID – DO NOT OPEN.”**

All bids will be received and publicly read at the Brandywine School District Facilities Office, 1000 Pennsylvania Avenue, Claymont, Delaware on June 10, 2025, at 11:00 AM. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, email, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

Bid documents may be viewed and downloaded at My Market Place (<https://mmp.delaware.gov/Bids/>) on or after **May 6, 2025**. Email questions to Stephen Rosenfeld at Vandemark & Lynch, Inc. rosenfeld@vdleng.com.

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

**END OF
SECTION**

SECTION 002110
INSTRUCTIONS TO BIDDERS

1.01 ARTICLE 1:GENERAL

A. DEFINITIONS

1. Whenever the following terms are used, their intent and meaning shall be interpreted as follows:
2. STATE: The State of Delaware.
3. AGENCY: Contracting State Agency as noted on cover sheet.
4. DESIGNATED OFFICIAL: The agent authorized to act for the Agency.
5. ENGINEER:
VanDemark & Lynch, Inc.
4305 Miller Road
Wilmington, DE 19802
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. ADDENDA: Written or graphic instruments issued by the Owner/Engineer prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
12. 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.
13. 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.

14. **BID:** A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
15. **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).
16. **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.
17. **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.
18. **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.
19. **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.
20. **CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.
21. **CONTRACTOR:** Any individual, firm or corporation with whom a contract is made by the Agency.
22. **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.
23. **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.

1.02 ARTICLE 2: BIDDER'S REPRESENTATIONS

A. PRE-BID MEETING

1. A pre-bid meeting for this project will be held at the time and place esignated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
2. By submitting a Bid, the Bidder represents that:
 - a. The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
 - b. 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.
 - c. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

B. JOINT VENTURE REQUIREMENTS

1. For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
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.
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.
4. All required insurance certificates shall name both Joint Venturers.

5. Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
6. Both Joint Venturers shall include their Federal E.I. Number with the Bid.
7. In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
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.

C. ASSIGNMENT OF ANTITRUST CLAIMS

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.

1.03 ARTICLE 3: BIDDING DOCUMENTS

A. COPIES OF BID DOCUMENTS

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.
2. Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Engineer assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. Any errors, inconsistencies or omissions discovered shall be reported to the Engineer immediately.
4. The Agency and Engineer 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.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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 Engineer.
2. Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Engineer 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. 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.
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.
5. The Owner will bear the costs for all impact and user fees associated with the project.

C. SUBSTITUTIONS

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 Bidder 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.
2. Requests for substitutions shall be made in writing to the Engineer 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 Engineer's decision of approval or disapproval shall be final. The Engineer is to notify Owner prior to any approvals.
3. If the Engineer 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.
4. The Engineer shall have no obligation to consider any substitutions after the Contract award.

D. ADDENDA

1. Addenda will be posted to dropbox, emailed, mailed or delivered to all who are known by the Engineer to have received a complete set of the Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
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.
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.

1.04 ARTICLE 4: BIDDING PROCEDURES**A. PREPARATION OF BIDS**

1. Submit the bids on the Bid Forms included with the Bidding Documents.
2. Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
3. Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
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.
5. Interlineations, alterations or erasures must be initialed by the signer of the Bid.
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.
7. Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

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.
9. Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
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.
11. Each bidder shall include in their bid a copy of a valid Delaware Business License.
12. Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

B. BID SECURITY

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).
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.
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.

C. SUBCONTRACTOR LIST

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 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.

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.

D. AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

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.

E. AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

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
2. 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.
 - a. Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

F. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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.

G. PREVAILING WAGE REQUIREMENT

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
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.
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. 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.

H. SUBMISSION OF BIDS

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.
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.
3. Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
4. Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
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.

I. MODIFICATION OR WITHDRAW OF BIDS

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 Engineer. A request for withdraw by letter or fax, if the Engineer 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.
2. Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
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.

1.05 ARTICLE 5: CONSIDERATION OF BIDS

A. OPENING/REJECTION OF BIDS

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

B. COMPARISON OF BIDS

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

C. DISQUALIFICATION OF BIDDERS

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.
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.
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.
 - a. More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
 - b. Evidence of collusion among Bidders.
 - c. Unsatisfactory performance record as evidenced by past experience.

- d. If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - e. 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.
 - f. If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
 - g. If any exceptions or qualifications of the Bid are noted on the Bid Form.
- D. ACCEPTANCE OF BID AND AWARD OF CONTRACT
1. A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
 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."
 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.
 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. The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
 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.
 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.

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.

1.06 ARTICLE 6: POST-BID INFORMATION

A. CONTRACTOR'S QUALIFICATION STATEMENT

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

B. BUSINESS DESIGNATION FORM

1. Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.
2. Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.
3. Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed

1.07 ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

A. BOND REQUIREMENTS

1. The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
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.
3. The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

B. TIME OF DELIVERY AND FORM OF BONDS

1. The bonds shall be dated on or after the date of the Contract.
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.

1.08 ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF INSTRUCTIONS TO BIDDERS

**SECTION 004113
 BID FORM**

FOR BIDS DUE: _____

TO:	BRANDYWINE SCHOOL DISTRICT	FOR	CONCORD HIGH SCHOOL PARKING LOT IMPROVEMENTS
	1000 PENNSYLVANIA AVE.		2501 EBRIGHT ROAD
	CLAYMONT, DE 19703		WILMINGTON, DE 19810

FOR CONTRACT: NUMBER BSD

NAME OF BIDDER: _____

DELAWARE BUSINESS LICENSE NO.: _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

TAXPAYER ID NO.: _____

(OTHER LICENSE NOS.): _____

PHONE NO.: () _____ FAX NO.: () _____

EMAIL ADDRESS: _____

The undersigned, representing that he has read and understands the Bidding Documents, is made in accordance therewith, including the complete Project Manual and the Drawings as listed in the Table of Contents, all dated [April 22], 2025, 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:

BASE BID:

 (expressed in words)

(\$ _____)
 (expressed in figures)

BID FORM

ALLOWANCES

ALLOWANCE NO. 1: PROVIDE A PRICE FOR A TOTAL OF 1,000 SQUARE YARDS OF PAVEMENT PATCHING IN ADDITION TO THE PATCHING DEPICTED ON THE PLAN; TO BE USED AT THE OWNER’S DISCRETION.

\$ _____
(expressed in words)

\$ _____
(expressed in figures)

UNIT PRICES

Unit prices conform to applicable project specification project. No difference between Add or Deduct Unit Prices will be made. Refer to the specifications for a complete description of the following Unit Prices:

UNIT PRICE NO. 1: PAVEMENT PATCHING (REFER TO SPECIFICATIONS)
Price per Square Yard

\$ _____

UNIT PRICE NO. 2: REMOVE AND RECONSTRUCT SIDEWALK (REFER TO SPECIFICATIONS)
Price per Square Foot

\$ _____

BID FORM

SIGNATURE FORM

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

This bid shall remain valid and cannot be withdrawn for 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 [_____] 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: _____

(SEAL)

By: _____

(Authorized Signature)

(Title)

Date: _____

1. Attachments:
 Sub-Contractor List
 Non-Collusion Statement
 Affidavit of Employee Drug Testing Program
 Affidavit of Contractor Qualifications
 Affidavit of Craft Training Compliance
 Bid Security
 (Others as Required by Project Manuals)

BID FORM

SUBCONTRACTOR LIST

A. 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.

B.

SUBCONTRACTOR CATEGORY	SUBCONTRACTOR	ADDRESS (City & State)	SUBCONTRACTOR Taxpayer ID # or DE Business License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (*to the Office of Management and Budget, Division of Facilities Management*).

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

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

EMAIL: _____

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.**

BID FORM

EMPLOYEE DRUG TESTING PROGRAM

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

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

CONTRACTOR/SUBCONTRACTOR

NAME: _____

CONTRACTOR/SUBCONTRACTOR

ADDRESS: _____

AUTHORIZED REPRESENTATIVE

(TYPED): _____

AUTHORIZED REPRESENTATIVE

(SIGNATURE): _____

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.

BID FORM

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: _____
CONTRACTORS ADDRESS: _____

AUTHORIZED REPRESENTATIVE (TYPED OR PRINTED):

AUTHORIZED REPRESENTATIVE

(SIGNATURE): _____

TITLE: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____

DAY OF _____ 20__

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

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

BID FORM

PROJECT NAME: _____
PROJECT LOCATION: _____
PROJECT OR CONTRACT NO. _____

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. 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%20Occupati%20List%20Effective%20March%201%202022.pdf>

If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. The Craft Training Compliance Affidavit must be submitted prior to contract execution.

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

1. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
2. The contractor employs 10 or more total employees.
3. 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.

- B. Failure to provide required craft training on the project may subject the successful contractor/ and or subcontractors as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware code.
- C. 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

___ Craft Training requirements are not applicable because:

_____ - _____ -

AUTHORIZED REPRESENTATIVE (TYPED OR PRINTED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF 2022.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

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

END OF SECTION

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

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

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

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

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

SECTION 005000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 LICENSES

- A. Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 007200 - General Conditions for the General Conditions.
- B. See Section 007300 - Supplementary Conditions for the Supplementary Conditions.
- C. The Agreement is based on AIA A101-2017.
- D. The Agreement form is AIA A101.
- E. The General Conditions are based on AIA A201.

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Performance and Payment Bond Form: Conform to those approved by the State of Delaware Office of Management and Budget.
- C. Post-Award Certificates and Other Forms:
 - 1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.
 - 2. Affidavit of Payment of Debts and Claims Form: AIA G706.
 - 3. Affidavit of Release of Liens Form: AIA G706a.
 - 4. Consent of Surety to Final Payment Form: AIA G707.

1.04 REFERENCE STANDARDS

- A. AIA A101-2017 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.
- B. AIA A201 - General Conditions of the Contract for Construction; 2017.
- C. AIA G701 - Change Order; 2017.
- D. AIA G702 - Application and Certificate for Payment 1992.
- E. AIA G703 - Continuation Sheet 1992.
- F. AIA G704 - Certificate of Substantial Completion 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 005213

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101
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."

5.03 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

SECTION 005413
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

SECTION 005414

SUPPLEMENT TO A101-2017 - EXHIBIT A INSURANCE AND BONDS

THE FOLLOWING SUPPLEMENTS MODIFY THE “STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR,” AIA DOCUMENT A101-2017 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 A2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A.2.3 REQUIRED PROPERTY INSURANCE

Delete Paragraph A2.3 in its entirety, except in the case of school projects in which case Paragraph A2.3 shall remain.

A.2.4 OPTIONAL EXTENDED PROPERTY INSURANCE

Delete Paragraph A2.4 in its entirety.

A.2.5 OTHER OPTIONAL INSURANCE

Delete Paragraph A2.5 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.

END OF SECTION

**SECTION 006113.13
PERFORMANCE BOND
STATE OF DELAWARE**

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: _____

_____ BY: _____ (SEAL)

Name: _____

Title:

(Corporate Seal)

SURETY

NAME:

Name: _____

WITNESS OR ATTEST: ADDRESS: _____

_____ BY: _____ (SEAL)

Name

Name:

Title

(Corporate Seal)

END OF SECTION

**SECTION 006113.16
PAYMENT BOND
STATE OF DELAWARE**

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

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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: _____ **BY:** _____ **(SEAL)**

NAME:
Title:

(Corporate Seal)

SURETY

Name: _____

WITNESS OR ATTEST: ADDRESS: _____

BY: _____ **(SEAL)**

NAME: _____ **NAME:**
Title:

(Corporate Seal)

END OF SECTION

SECTION 007213
GENERAL CONDITIONS A-201 2017

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.

END OF SECTION

**SECTION 007314
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.

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:

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

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:

THE CONTRACTOR SHALL BE FURNISHED FREE OF CHARGE (1) ELECTRONIC SET OF THE DRAWINGS AND PROJECT MANUALS. ADDITIONAL SETS WILL BE FURNISHED AT THE COST OF REPRODUCTION, POSTAGE AND HANDLING.”

2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

ADD “, EXCEPT AS OUTLINED IN SECTION 3.15” AFTER THE REFERENCE TO “ARTICLE 15” AT THE END OF THE LAST SENTENCE OF THE SECTION.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2. ADD “AND OWNER” AFTER “REPORT TO THE ARCHITECT” IN THE SECOND SENTENCE.

3.2.4 STRIKE “SUBJECT TO SECTION 15.1.7” IN THE SECOND SENTENCE.

3.2.4 STRIKE THE THIRD SENTENCE.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

ADD THE FOLLOWING SECTIONS:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that

person shall not again be employed on the Work without the consent of the Owner or the Architect.”

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

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

3.4 LABOR AND MATERIALS

ADD THE FOLLOWING SECTIONS:

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

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

3.5 WARRANTY

ADD THE FOLLOWING SECTIONS:

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

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

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

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

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

3.8 ALLOWANCES

ADD THE FOLLOWING SECTION:

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

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 ADD “ESTIMATED” AFTER “AND THE” AND BEFORE “DATE OF” IN THE SECOND SENTENCE.

3.10.2 STRIKE “AND THEREAFTER AS NECESSARY TO MAINTAIN A CURRENT SUBMITTAL SCHEDULE” IN THE FIRST SENTENCE.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

ADD THE FOLLOWING SECTIONS:

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

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

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 STRIKE “IF THE CONTRACT DOCUMENTS REQUIRE” FROM THE BEGINNING OF THE SENTENCE.

3.12.10.2 STRIKE “TO” BETWEEN “PROFESSIONAL” AND CERTIFY” AND REPLACE WITH “SHALL”.

3.17 INSERT “INDEMNIFY AND” BETWEEN “SHALL” AND “HOLD” IN THE SECOND SENTENCE.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 STRIKE THE FIRST SENTENCE AND REPLACE WITH THE FOLLOWING:

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

4.2.7 STRIKE THE SECOND SENTENCE AND REPLACE WITH THE FOLLOWING:

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

Add the following Section:

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

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

ARTICLE 5: SUBCONTRACTORS

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

5.2.3 STRIKE SECTION 5.2.3 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING

“IF THE OWNER OR ARCHITECT HAS REASONABLE OBJECTION TO A PERSON OR ENTITY PROPOSED BY THE CONTRACTOR, THE CONTRACTOR SHALL PROPOSE ANOTHER TO WHOM THE OWNER OR ARCHITECT HAS NO REASONABLE OBJECTION, SUBJECT TO THE STATUTORY REQUIREMENTS OF 29 DELAWARE CODE § 6962(D)(10)B.3 AND 4.”

5.2.4 STRIKE SECTION 5.2.4 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

”THE CONTRACTOR MAY NOT SUBSTITUTE ANY SUBCONTRACTOR LISTED IN ITS BID UNLESS THE CONTRACTOR COMPLIES WITH THE REQUIREMENTS OF 29 DELAWARE CODE § 6962(D)(10)B.3 AND 4. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL SUBJECT THE CONTRACTOR TO A PENALTY AS OUTLINED IN SECTION 5.2 OF THE OWNER’S GENERAL REQUIREMENTS.”

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:

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

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 STRIKE “BINDING DISPUTE RESOLUTION” AND INSERT “ANY AND ALL REMEDIES AT LAW OR IN EQUITY”.

ADD THE FOLLOWING SECTION:

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

STRIKE SECTION 8.3.3 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

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

ADD THE FOLLOWING SECTION:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

ADD THE FOLLOWING SECTIONS:

9.2.1 THE SCHEDULE OF VALUES SHALL BE SUBMITTED USING AIA DOCUMENT G703, CONTINUATION SHEET TO G702.”

9.2.2 THE SCHEDULE OF VALUES IS TO INCLUDE A LINE ITEM FOR PROJECT CLOSEOUT DOCUMENT SUBMITTAL. THE VALUE OF THIS ITEM IS TO BE NO LESS THAN 1.5% OF THE INITIAL CONTRACT AMOUNT.”

9.3 APPLICATIONS FOR PAYMENT

9.3.1 STRIKE SECTION 9.3.1 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

“AT LEAST TEN DAYS BEFORE THE DATE ESTABLISHED FOR EACH PROGRESS PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT AN ITEMIZED APPLICATION FOR PAYMENT PREPARED IN ACCORDANCE WITH THE SCHEDULE OF VALUES FOR COMPLETED PORTIONS OF THE WORK. THE APPLICATION SHALL BE NOTARIZED, AND SUPPORTED BY ALL DATA SUBSTANTIATING THE CONTRACTOR’S RIGHT TO PAYMENT THAT THE OWNER OR ARCHITECT REQUIRE, SUCH AS COPIES OF REQUISITIONS, AND RELEASES AND WAIVERS OF LIENS FROM SUBCONTRACTORS AND SUPPLIERS, AND SHALL REFLECT RETAINAGE.”

ADD THE FOLLOWING SECTIONS:

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

9.3.4 UNTIL CLOSEOUT DOCUMENTS HAVE BEEN RECEIVED AND OUTSTANDING ITEMS COMPLETED THE OWNER WILL PAY 95% (NINETY-FIVE PERCENT) OF THE AMOUNT DUE THE CONTRACTOR ON ACCOUNT OF PROGRESS PAYMENTS.”

9.3.5 THE CONTRACTOR SHALL PROVIDE A CURRENT AND UPDATED PROGRESS SCHEDULE TO THE ARCHITECT WITH EACH APPLICATION FOR PAYMENT. FAILURE TO PROVIDE SCHEDULE WILL BE JUST CAUSE FOR REJECTION OF APPLICATION FOR PAYMENT.”

9.5 DECISIONS TO WITHHOLD CERTIFICATION

ADD THE FOLLOWING SUBSECTIONS TO 9.5.1:

.8 FAILURE TO PROVIDE A CURRENT PROGRESS SCHEDULE;

.9 A LIEN OR ATTACHMENT IS FILED;

10. FAILURE TO COMPLY WITH MANDATORY REQUIREMENTS FOR MAINTAINING RECORD DOCUMENTS.

9.6 PROGRESS PAYMENTS

9.6.1 STRIKE SECTION 9.6.1 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

9.6.1 AFTER THE ARCHITECT HAS APPROVED AND ISSUED A CERTIFICATE FOR PAYMENT, PAYMENT SHALL BE MADE BY THE OWNER WITHIN 30 DAYS AFTER OWNER’S RECEIPT OF THE CERTIFICATE FOR PAYMENT.”

9.6.8 STRIKE “PROVIDED THE OWNER HAS FULFILLED ITS PAYMENT OBLIGATIONS UNDER THE CONTRACT DOCUMENTS,” IN THE FIRST SENTENCE.

9.7 FAILURE OF PAYMENT

STRIKE SECTION 9.7 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

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

9.8 SUBSTANTIAL COMPLETION**9.8.3 AT THE END OF SECTION 9.8.3, ADD THE FOLLOWING SENTENCE:**

“IF THE ARCHITECT IS REQUIRED TO MAKE MORE THAN 2 INSPECTIONS OF THE SAME PORTION OF WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SUBSEQUENT INSPECTIONS INCLUDING BUT NOT LIMITED TO ANY ARCHITECT’S FEES.”

9.8.5 STRIKE “SHALL” AND INSERT “MAY” IN THE SECOND SENTENCE.**9.8.5 INSERT “1/2 OF THE” AFTER “MAKE PAYMENT OF” IN THE SECOND SENTENCE.****9.9 PARTIAL OCCUPANCY OR USE****9.9.1. STRIKE THE THE FIRST SENTENCE AND REPLACE WITH THE FOLLOWING (THE REMAINDER OF THE SECTION REMAINS AS WRITTEN):**

“THE OWNER MAY OCCUPY OR USE ANY COMPLETED OR PARTIALLY COMPLETED PORTION OF THE WORK AT ANY STAGE WHEN SUCH PORTION IS DESIGNATED BY SEPARATE AGREEMENT WITH THE CONTRACTOR, PROVIDED SUCH OCCUPANCY OR USE AUTHORIZED BY PUBLIC AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.”

9.10.2 STRIKE “TO REMAIN IN FORCE AFTER FINAL PAYMENT IS CURRENTLY IN EFFECT” AFTER “REQUIRED BY THE CONTRACT DOCUMENTS” AND REPLACE WITH “SHALL REMAIN IN FORCE UNTIL FINAL PAYMENT IS COMPLETED” IN THE FIRST SENTENCE.**9.10.4.4 STRIKE “IF PERMITTED BY THE CONTRACT DOCUMENTS,”**

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

ADD THE FOLLOWING SECTIONS:

10.1.1 EACH CONTRACTOR SHALL DEVELOP A SAFETY PROGRAM IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. A COPY OF SAID PLAN SHALL BE FURNISHED TO THE OWNER AND ARCHITECT PRIOR TO THE COMMENCEMENT OF THAT CONTRACTOR'S WORK.

10.1.2 EACH CONTRACTOR SHALL APPOINT A SAFETY REPRESENTATIVE. SAFETY REPRESENTATIVES SHALL BE SOMEONE WHO IS ON SITE ON A FULL TIME BASIS. IF DEEMED NECESSARY BY THE OWNER OR ARCHITECT, CONTRACTOR SAFETY MEETINGS WILL BE SCHEDULED. THE ATTENDANCE OF ALL SAFETY REPRESENTATIVES WILL BE REQUIRED. MINUTES WILL BE RECORDED OF SAID MEETINGS BY THE CONTRACTOR AND WILL BE DISTRIBUTED TO ALL PARTIES AS WELL AS POSTED IN ALL JOB OFFICES/TRAILERS ETC.

10.2 SAFETY OF PERSONS AND PROPERTY

ADD THE FOLLOWING SECTION:

10.2.4.1 AS REQUIRED IN THE HAZARDOUS CHEMICAL ACT OF JUNE 1984, A 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."

12.2.2.3 STRIKE ALL REFERENCES TO "ONE YEAR" OR "ONE-YEAR" AND REPLACE WITH "TWO YEARS".

12.2.5 STRIKE "ONE-YEAR" AND REPLACE WITH "TWO YEARS".

12.2.5 STRIKE "ONE-YEAR" AND REPLACE WITH "TWO YEARS".

12.2.5 STRIKE "ONE-YEAR" AND REPLACED WITH "TWO YEARS".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

STRIKE THE LAST SENTENCE.

13.4 TESTS AND INSPECTIONS

13.4.1 STRIKE THE LAST SENTENCE AND REPLACE WITH THE FOLLOWING:

“THE OWNER SHALL PAY FOR TESTS, INSPECTIONS, OR APPROVALS WHERE BUILDING CODES OR APPLICABLE LAWS OR REGULATIONS PROHIBIT THE OWNER FROM DELEGATING THEIR COST TO THE CONTRACTOR.”

13.5 INTEREST

STRIKE “THE DATE PAYMENT IS DUE AT SUCH RATE AS THE PARTIES MAY AGREE UPON IN WRITING OR, IN THE ABSENCE THEREOF, AT THE LEGAL RATE PREVAILING FROM TIME TO TIME AT THE PLACE WHERE THE PROJECT IS LOCATED” AND REPLACE WITH “30 DAYS OF PRESENTMENT OF THE AUTHORIZED CERTIFICATE OF PAYMENT AT THE ANNUAL RATE OF 12% OR 1% PER MONTH.”

INSERT THE FOLLOWING SECTION:

13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 INSERT “, UPON THE CONTRACTORS’ REQUEST,” AFTER “FURNISH TO THE CONTRACTOR”.

14.1.3 STRIKE “AND PROFIT ON WORK NOT EXECUTED, AND” AFTER “AS WELL AS REASONABLE OVERHEAD” AND REPLACE WITH “, PROFIT, AND REASONABLE”

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 STRIKE “ADJUSTMENT OF THE CONTRACT SUM SHALL INCLUDE PROFIT”.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 STRIKE SECTION 14.4.3 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

“IN CASE OF SUCH TERMINATION FOR THE OWNER’S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED, AND REASONABLE COSTS INCURRED BY REASON OF SUCH TERMINATION ALONG WITH REASONABLE OVERHEAD.”

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

STRIKE THE LAST SENTENCE.

15.1.3 NOTICE OF CLAIM

STRIKE ALL REFERENCES TO “21” AND REPLACE WITH “45”.

15.1.5 CLAIMS FOR ADDITIONAL COSTS

STRIKE THE FIRST SENTENCE AND REPLACE WITH THE FOLLOWING:

“CONTRACTOR SHALL NOT PROCEED TO EXECUTE ANY PORTION OF THE WORK THAT IS SUBJECT TO THE CLAIM WITHOUT PRIOR APPROVAL OF THE COSTS OR METHOD OF PAYMENT FOR THE COSTS ASSOCIATED WITH THE CLAIM AS DETERMINED BY THE ARCHITECT AND APPROVED BY THE OWNER.”

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

STRIKE SECTION 15.1.7 IN ITS ENTIRETY.

15.2 INITIAL DECISION

15.2.1 STRIKE “AND BINDING DISPUTE RESOLUTION” IN THE FOURTH SENTENCE AND REPLACE WITH “OR ANY AND ALL REMEDIES AT LAW OR IN EQUITY”

15.2.5 STRIKE SECTION 15.2.5 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

“THE ARCHITECT WILL APPROVE OR REJECT CLAIMS BY WRITTEN DECISION, WHICH SHALL STATE THE REASONS THEREFORE AND SHALL NOTIFY THE PARTIES OF ANY CHANGE IN THE CONTRACT SUM OR CONTRACT TIME OR BOTH. THE APPROVAL OR REJECTION OF A CLAIM BY THE ARCHITECT SHALL BE SUBJECT TO MEDIATION AND ANY OR ALL REMEDIES AT LAW OR IN EQUITY.”

15.2.6 STRIKE SECTION 15.2.6 AND ITS SUB-SECTIONS IN THEIR ENTIRETY.

15.3 MEDIATION

15.3.1 STRIKE “BINDING DISPUTE RESOLUTION” AND REPLACE WITH “ANY OR ALL REMEDIES AT LAW OR IN EQUITY”.

15.3.2 STRIKE “, SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSTRUCTION INDUSTRY MEDIATION PROCEDURE IN EFFECT ON THE DATE OF THE AGREEMENT,” IN THE FIRST SENTENCE.

15.3.2 STRIKE ALL REFERENCES TO “BINDING DISPUTE RESOLUTION” AND REPLACE WITH “ANY OR ALL REMEDIES AT LAW AND IN EQUITY”.

15.3.3 STRIKE SECTION 15.3.3 IN ITS ENTIRETY.

15.4 ARBITRATION

STRIKE SECTION 15.4 AND ITS SUBSECTIONS IN THEIR ENTIRETY.

END OF SECTION

SECTION 007346
WAGE DETERMINATION REQUIREMENTS



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF CONSTRUCTION ENFORCEMENT
CHAPMAN BLDG., STE. 210
252 CHAPMAN RD.
NEWARK, DE. 19702

Via Electronic and Regular Mail

March 14, 2025

Mr. Stephen Rosenfeld
VanDemark & Lynch Inc
4305 Miller Road
Wilmington, DE 19802

Re: BSD250003-CHSSITEIMP Brandywine School District - Concord High School Parking Lot Improvements, New Castle County, DE

Dear Mr. Rosenfeld:

I am responding to your request for a category determination for the BSD250003-CHSSITEIMP Brandywine School District - Concord High School Parking Lot Improvements, which is a state funded construction project located in New Castle County, DE. The work consists of milling and paving parking lot, removal and replacement of curb and sidewalk, and pavement patching. You estimate the total cost of construction for this project to be \$420,000.00.

Based upon the information you provided the Department of Labor has determined that this project is a Highway Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 14, 2025, prevailing wage rates for Highway Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project 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.

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

Pursuant to 19 Del. Chapter 36, all contractors must obtain their Contractor Registration Certificate prior to performing construction services or maintenance work throughout Delaware. Contractors can submit an application by visiting the Delaware One Stop https://onestop.delaware.gov/Operate_Contractors.

Additionally, effective January 1, 2025, SSI for SB307 amends Delaware's Prevailing Law 29 Del.C.6960(b) now requires these applicable prevailing wage rates to be paid to all workers who perform custom fabrication work regardless of where the work is performed. For further information regarding custom fabrication see 29 Del.C.6902(8).

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C.6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at 302-451-3403.

Sincerely,

A handwritten signature in black ink that reads "Laran Gregg Billy". The signature is written in a cursive, slightly slanted style.

Laran Gregg Billy
Labor Law Enforcement Officer
laran.greggbilly@delaware.gov

Enclosures

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

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

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	66.79	66.79	71.09
CARPENTERS	67.79	62.56	50.80
CEMENT FINISHERS	72.72	44.60	45.46
ELECTRICAL LINE WORKERS	36.72	59.33	29.04
ELECTRICIANS	83.92	83.92	83.92
IRON WORKERS	89.37	32.59	34.62
LABORERS	56.58	52.08	51.11
MILLWRIGHTS	22.01	21.36	18.46
PAINTERS	83.14	83.14	83.14
PILEDRIVERS	98.33	32.46	91.23
POWER EQUIPMENT OPERATORS	84.74	54.11	49.57
SHEET METAL WORKERS	31.09	27.76	25.12
TRUCK DRIVERS	53.26	38.59	46.99

CERTIFIED: 3-14-2025

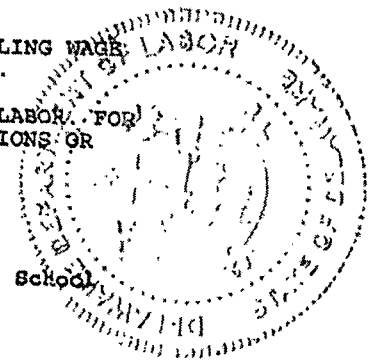
BY: Salina Chordas / A. Gomez Chediz
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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: BSD250003-CHSSITEIMP Brandywine School District - Concord High School
Parking Lot Improvements, New Castle County



PREVAILING WAGE DEBARMENT LIST

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

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

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C. 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 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.6960</u>

Updated: July 6, 2022

SECTION 008113
STATE OF DELAWARE GENERAL REQUIREMENTS

ARTICLE 1: GENERAL

1.01 CONTRACT DOCUMENTS

- A. 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.
- B. Work including material purchases shall not begin until the Contractor is in receipt of a bona fide 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.

1.02 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

- A. 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

2.01 (NO ADDITIONAL GENERAL REQUIREMENTS - SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.01 SCHEDULE OF VALUES

- A. 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.

3.02 SUBCONTRACTS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

3.03 STATE LICENSE AND TAX REQUIREMENTS

- A. 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 State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and Subcontract, together with the names and addresses of the contracting parties . "

3.04 LARGE PUBLIC WORKS CONTRACT PROCEDURES

- A. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- B. During the contract Work, the Contractor and each listed 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

4.01 CONTRACT SURETY

- A. Performance Bond And Labor And Material Payment Bond
 - 1. All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
 - 2. 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.)
 - 3. Invoking a Performance Bond - The agency may, when it considers that the interests of the State so require, cause judgement to be confessed upon the bond.
 - 4. 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.
 - 5. 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.

4.02 FAILURE TO COMPLY WITH CONTRACT

- A. 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.

4.03 CONTRACT INSURANCE AND CONTRACT LIABILITY

- A. 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.
- B. 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.

4.04 RIGHT TO AUDIT RECORDS

- A. 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.
- B. 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

5.01 SUBCONTRACTING REQUIREMENTS

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

5.02 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- A. 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 one (1) percent of Contract amount not to exceed \$10,000. 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.
- B. *One (1) percent of contract amount not to exceed \$10,000.

5.03 ASBESTOS ABATEMENT

- A. 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.

5.04 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.05 CONTRACT PERFORMANCE

- A. 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**6.01 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS**

- A. 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.
- B. 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**7.01 CHANGES IN THE WORK**

- A. 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.
- B. The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- C. 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.
 - 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).
 - 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.

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

8.01 TIME

- A. 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.
- B. 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.
- C. 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.

8.02 SUSPENSION AND DEBARMENT

- A. 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."
- B. 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.”

8.03 RETAINAGE

- A. 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.
- B. 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

9.01 APPLICATION FOR PAYMENT

- A. 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.
- B. 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.
- C. 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.

9.02 PARTIAL PAYMENTS

- A. 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.
- B. 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.

- C. 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.
- D. 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.

9.03 SUBSTANTIAL COMPLETION

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

9.04 FINAL PAYMENT

- A. 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):
 1. Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
 2. An acceptable RELEASE OF LIENS,
 3. Copies of all applicable warranties,
 4. As-built drawings,
 5. Operations and Maintenance Manuals,
 6. Instruction Manuals,
 7. Consent of Surety to final payment.
 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

10.01 PROTECTION OF PERSONS AND PROPERTY

- A. 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.

- B. 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.
- C. 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

11.01 INSURANCE AND BONDS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- F. 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.

- G. The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
1. Contractor's Contractual Liability Insurance
Minimum coverage to be:
Bodily Injury:
\$1,000,000 for each occurrence
\$3,000,000 aggregate
Property Damage:
\$1,000,000 for each occurrence
\$3,000,000 aggregate
 2. Contractor's Protective Liability Insurance
Minimum coverage to be:
Bodily Injury:
\$1,000,000 for each occurrence
\$3,000,000 aggregate
Property Damage:
\$1,000,000 for each occurrence
\$3,000,000 aggregate
 3. Automobile Liability Insurance
Minimum coverage to be:
Bodily Injury:
\$500,000 for each person
\$1,000,000 for each occurrence
Property Damage:
\$500,000 per accident
 4. Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
 5. Workmen's Compensation (including Employer's Liability):
 - a. Minimum Limit on employer's liability to be as required by law.
 - b. Minimum Limit for all employees working at one site.
 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.
 7. Social Security Liability
 - a. 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.
 - b. 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.
 - c. 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

12.01 UNCOVERING AND CORRECTION OF WORK

- A. 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.
- B. 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

13.01 CUTTING AND PATCHING

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

13.02 DIMENSIONS

- A. 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.

13.03 LABORATORY TESTS

- A. 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.
- B. 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.

13.04 ARCHAEOLOGICAL EVIDENCE

- A. 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.

13.05 GLASS REPLACEMENT AND CLEANING

- A. 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.

13.06 WARRANTY

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

ARTICLE 14: TERMINATION OR SUSPENSION OF CONTRACT

14.01 TERMINATION OF CONTRACT

- A. 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.
- B. "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

END OF SECTION

SECTION 008114
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).

**SECTION 008115
AFFIDAVIT OF CRAFT TRAINING COMPLIANCE**

(PROJECT NAME)

(PROJECT LOCATION)

(PROJECT OR CONTRACT NUMBER)

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](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 NOS.** _____

**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 REPRESENTATIVES (SIGNATURE): _____

TITLE: _____

STATE OF DELAWARE)

) SS:

COUNTY OF _____)

**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.

END OF SECTION

SECTION 009500
GENERAL AND SPECIAL INSTRUCTIONS

PART 1 - GENERAL

1.01 GENERAL INSTRUCTIONS TO BIDDERS

- A. The general rules and conditions which follow apply to all purchases and become a part of each contract or purchase order
1. Before submitting its bid, the bidder must review all instructions and specifications.
 2. A bidder's misinterpretation or ignorance of such instructions or specifications will not excuse the bidder from complying with the instructions and specifications.
 3. The bidder must also review applicable state laws. If these instructions or the bid specifications are inconsistent with state law, state law shall control.

1.02 DEFINITIONS:

- A. "District" refers to the Brandywine School District.

1.03 BID PROPOSALS

- A. Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder.
- B. Refer to Section 002110, INSTRUCTIONS TO BIDDERS, for additional information.

1.04 "RFP" - REQUESTS FOR PROPOSALS: N/A

1.05 PRE-BID MEETINGS: MANDATORY

1.06 DELIVERY OF BID PROPOSALS

- A. Sealed Bid Proposal must be received at the address listed in the Advertisement for Bid notice, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the location designated above prior to the time set for the Bid Opening. The District accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the designated location by the time set for the Bid Opening will not be considered.

1.07 BID OPENING

- A. Bids will be publicly opened at the designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. The aggregate amount of each bid shall be disclosed. Additional information shall be disclosed at the discretion of the District.

1.08 POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

- A. Title 29 § 10003 Delaware Code Freedom of Information Act
1. All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.

2. It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)
- B. Examination of Contract File
 1. Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the District. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.
 - C. Requests for Bid Tabulations
 1. Copies of bid tabulation may be obtained from the District either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.
 - D. Copying Fees
 1. The District reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the District prior to receiving the copies.
- 1.09 STATUS OF PROPOSALS
- A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.
 - B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the District prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.
 - C. Waiver - The District reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District.
 - D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District rejects the exception.
- 1.10 AWARDING OF BIDS
- A. The District reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District to be in its best interest.
 - B. The District reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District to make such an award and the criteria for such an award.
 - C. The District reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes

conditions, or where the individual bidder should receive a total award of less than \$500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District.

- D. In the event of tie bids, the District will decide which bidder is to be awarded the contract by any criteria of its choice.
- E. The contract shall be awarded by the District and its Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

1.11 BID DEPOSIT: REQUIRED

1.12 FORMAL CONTRACT AND/OR PURCHASE ORDER

- A. The successful bidder shall execute the formal contract, within twenty (20) days after the award of the contract. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District, properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.
- B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.

1.13 PERFORMANCE AND PAYMENT BONDS: REQUIRED

1.14 FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

- A. If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District will terminate the contract and proceed to award a new contract in accordance with the provisions of 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.
- B. Should a contractor/supplier fail to perform under the conditions of this contract, the District reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

1.15 PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

- A. In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

1.16 NON-DISCRIMINATION

- A. In performing this work the successful bidder agrees to the following:
- B. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

1.17 EQUAL OPPORTUNITY EMPLOYER

- A. The School District is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

1.18 INSURANCE - LIABILITY

- A. The successful bidder shall maintain, at its expense, the following insurance:
 - 1. Public Liability and Automobile Liability Insurance
 - a. The policy is to be provided for both the owner and the contractor.
 - b. Minimum coverage shall be as listed in Section 005414 of these Specifications.
 - c. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts.
 - d. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.
 - e. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.
 - 2. Builders Risk Policy
 - a. The builders risk policy shall be an all risk coverage policy.
 - b. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."
 - c. On new construction or complete additions, the policy shall be carried on a completed value basis.
 - d. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.
 - e. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.
 - f. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days' notice prior to cancellation.
 - 3. Worker's Compensation Including Employee's Liability
 - a. Minimum limit on Employee's Liability to be \$100,000 minimum limit for all employees working at one site.

- b. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

1.19 LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS AS APPLICABLE

- A. In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

1.20 WAGE SCALE - PREVAILING WAGE RATES

1.21 PATENTS, TRADEMARKS, AND COPYRIGHTS

- A. The supplier shall hold free of any liability, the School District and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

1.22 COVENANT AGAINST CONTINGENT FEES

- A. The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

1.23 TAXES - EXEMPT

- A. Since the School District is exempt, prices quoted shall not include Federal taxes or State or Local taxes. Tax Exemption number is available from Owner.

1.24 TRADE DISCOUNTS

- A. All prices offered must be lowest net price after trade discounts have been considered.
- B. Bids offering a percentage off list prices will not be accepted unless;
 - 1. Specifically requested in that manner;
 - 2. A copy of the referenced price list accompanies the bid.

1.25 COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

- A. The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

1.26 INTERPRETATION OF SPECIFICATIONS

- A. Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Architect. Questions received less than three working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

1.27 EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

- A. Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal.
 - 1. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed.
 - 2. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District, the required results at no expense to the District.
- B. Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error, after the contract is awarded.

1.28 BRAND NAMES AND APPROVED EQUAL

- A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District.
- B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified.
- C. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District shall have the right to select any brand or model referenced.
- D. Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.
- E. The Board of Education of the District shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified.
- F. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing exempts exchange, normal "rebuilt" items, where specified.

1.29 SAMPLES AND DESCRIPTIVE LITERATURE

- A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District may also request bidders to submit samples for examination and appraisal.
- B. Requested samples shall be submitted at no cost to the District and may be required by the District either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject

the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District at no charge.

1.30 RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

- A. The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.
- B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.
- C. Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he or anyone working under his direction is responsible.

1.31 SUPPLIER CLEAN-UP

- A. All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District-owned trash receptacles are not to be used by the vendor without prior approval.

1.32 STORAGE OF MATERIALS

- A. Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the District or its representative. The District will not be responsible for any damage to or theft of tools or materials used in this work.

1.33 UNPACKING AND ASSEMBLING

- A. All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.
- B. Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

1.34 SERVICE

- A. Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

1.35 SCHEDULE FOR PERFORMANCE OF WORK

- A. All work described in these specifications must be completed with reasonable promptness. The District shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified

that if it fails to initiate the work promptly, the contract may be terminated and the District will forthwith proceed to collect for nonperformance of the work.

1.36 ORDERING

- A. All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District. This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

1.37 DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

- A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.
- B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements, which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to patent defects, fraud, or such gross mistakes as amount to fraud.
- C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.
- D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".
- E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District therefore.
- F. Neither the School District nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.
- G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.

1. Failure to provide adequate identifying markings may result in refusal of the delivery.
- H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.
- I. Collect shipments will not be accepted.
- J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

1.38 INVOICES

- A. Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:
 1. Purchase Order/Contract number.
 2. Delivery destination as it appears on the Purchase Order.
 3. Contract item number, quantity and description of item billed.
 4. Unit price and extended price of each item.
 5. Total amount of invoice.
 6. Any prompt payment discount offered.

1.39 INDEMNIFICATION

- A. By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District, its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District, its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

1.40 ASSIGNMENT OF ANTITRUST CLAIMS

- A. As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest 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 Board(s) pursuant to this contract.

1.41 HAZARDOUS MATERIALS

- A. 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 is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation.
- B. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

1.42 CONTRACT DOCUMENTS

- A. These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract

entered into by the District and any successful bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

1.43 THE CONTRACT

- A. This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

1.44 TRANSFER OF BIDS

- A. The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District named shall have access to purchase under the contract.

1.45 CONTRACT REQUIREMENTS:

- A. This contract will be issued to cover the General requirements for multiple locations of the District, as noted in this project manual.

1.46 CONTRACT PERIOD:

- A. Each vendor's contract shall be valid for a period from authorization to proceed through completion.

1.47 PRICES

- A. Prices will remain firm for the term of the contract.

1.48 MANDATORY INSURANCE REQUIREMENTS

- A. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State.

1.49 BASIS OF AWARD:

- A. The Owner shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid.
- B. The Owner reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the District.

1.50 HOLD HARMLESS:

- A. The successful bidder agrees that it shall indemnify and hold the District and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

1.51 NON-PERFORMANCE:

- A. In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in

the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

1.52 PAYMENT:

- A. The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

1.53 QUANTITIES:

- A. Quantities listed in this Specification are the anticipated needs for this contract. Except where budget constraints would prohibit ordering those quantities, the quantities stated are, to the best of the District's knowledge, the minimum amounts. The right to increase or decrease quantities is reserved and the unit price quoted on the bid form shall remain as quoted for the contract period.

1.54 PUNCH LIST:

- A. Vendor(s) shall complete punch list items in a timely manner. Final payment will not be issued until punch list items are complete to Owner's satisfaction

END OF SECTION

**SECTION 011000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Concord High School Parking Lot Improvements
- B. The Project consists of milling and paving the northern parking lot and drive aisles; removing and constructing sidewalk and curb; control and maintenance of traffic; other incidentals necessary to complete the work.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.03 TIME OF COMPLETION

- A. The Work shall be Substantially Complete before August 20, 2025.
 - 1. Provide double shifts and/or overtime if required to meet Substantial Completion date.

1.04 LIQUIDATED DAMAGES

- A. There are no Liquidated Damages applying to this Work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 005000 - Contracting Forms and Supplements: Forms to be used.
- B. Document 007313 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.
- C. Section 012100 - Allowances: Payment procedures relating to allowances.
- D. Section 012200 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Include in each line item, the amount of Allowances specified in Section 012100. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. List each executed Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- G. Submit one electronic and three hard-copies of each Application for Payment.
- H. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 013000.
 - 2. Insurance certificates for off-site stored products.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.
- C. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Engineer will issue a Contract Modification Request (CMR) that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change, with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation, including changes in Contract Time, if necessary.
 - 1. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
 - 2. Format for Contract Modification Requests shall be as issued by the Engineer at the Pre-Construction meeting.
- E. Contractor may propose a change by submitting a change order request for change to Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs, including time and material work, with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. When the information in the Contract Modification Request and Change Order Request is complete, it will be submitted to the Engineer for review and forwarded to the Owner. If the

change is agreed to by the Owner, the Engineer will prepare a Change Order and forward it to the Contractor for signature.

- I. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
 - J. After execution of Change Order by all parties, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 - K. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - L. Promptly enter changes in Project Record Documents.
- 1.06 APPLICATION FOR FINAL PAYMENT
- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
 - B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 017500.
 - 2. All Closeout submittals as specified in Section 017800.
 - 3. Submit Affidavit of Payment of Indebtedness: See General Conditions.
 - 4. Submit Consent of Surety to Final Payment: See General Conditions.
 - 5. Submit Releases of Liens: See General Conditions. Release forms shall conform to State law governing mechanics Liens and shall be transmitted with AIA Document G706A. Note that Document G706A is not a release of liens and must be accompanied by actual releases.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 012100
ALLOWANCES****PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Cash, Unit Cost, or Quantity allowances.
- B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS

- A. Section 012000 - Price and Payment Procedures: Additional payment and modification procedures.
- B. Section 012200 - Unit Prices: Unit costs descriptions for adjustment of quantity allowances.

1.03 CASH, UNIT-COST, AND QUANTITY ALLOWANCES

- A. Costs Included in Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts, less cost of delivery to site, less applicable taxes.
- B. Costs Not Included in Allowances: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing.
 - 1. Include costs not included in Allowances in the Contract Sum.
 - 2. Labor shall be included in the Allowance only when specified in the Allowance description.
- C. Engineer Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Engineer in selection of products, suppliers, and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order.
 - 1. For work specified under Quantity Allowances, pre-determined unit prices will be used to adjust the Contract Sum.
 - 2. For products specified under a Unit Cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.

1.04 ALLOWANCES SCHEDULE

- A. Section 323216 – Asphalt Paving: Allow the quantity of 1,000 square yards of pavement patching in addition to the patching depicted on the plans. The unit price included in Section 012200 will be used to add or deduct from the allowance based on installed quantities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

ALLOWANCE AUTHORIZATION

Project:

Architect:

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: _____

SECTION 012200
UNIT PRICES**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 MEASUREMENT OF QUANTITIES

- A. Assist by providing necessary equipment, workers, and survey personnel as required.

1.04 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.05 SCHEDULE OF UNIT PRICES

- A. The description of Unit Prices contained in this Section is in summary form. Detailed requirements for materials and execution are shown on the drawings and specified in the Section indicated.
- B. Item: Pavement Patching - Section 321616 – Asphalt Paving
 - 1. Description: Provide a price per square yard for pavement patching that is in addition to the patching depicted on the Plan. Payment for additional pavement patching will be for the quantity of pavement patching actually installed, in place, and accepted, multiplied by the unit price bid.
 - 2. If the quantity of additional pavement patching is less than the quantity stated in the allowance, the difference between the allowance quantity and the installed quantity will be deducted from the contract at the stated unit price. If the installed quantity exceeds the allowance quantity, the difference between the installed quantity and the allowance quantity will be added to the contract at the stated unit price.
- C. Item: Concrete Sidewalk – Section 320523 – Concrete Sidewalks
 - 1. Description: Provide a price for square foot for the removal of existing sidewalk and construction of new concrete sidewalk that is in addition to that depicted on the plan.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 012501
CONTRACT MODIFICATION PROCEDURES****PART 1 – GENERAL**

1.1 SUMMARY

- A. This Section specifies 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" or comparable form.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by the Owner are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include 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.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Owner.
 - 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 Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 or approved comparable forms for Proposal Requests.
- 1.4 CHANGE ORDER PROCEDURES
- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
- 1.5 CONSTRUCTION CHANGE DIRECTIVE
- A. Construction Change Directive: Owner may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012501

SECTION 013000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Special meetings
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 013216 - Construction Progress Schedule: Form, content, and administration of schedules.
- B. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Contractor to have in attendance representatives of his subcontractors and the person who will be the Contractor's superintendent on the project.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
 - 7. Schedule for construction progress meetings.
- D. Architect will record minutes and distribute copies to participants.

3.02 SPECIAL MEETINGS

- A. It is the responsibility of the Contractor to organize and call these meetings as specified.

3.03 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:

1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

3.04 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. MSDS sheets.
 8. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.05 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.06 NUMBER OF COPIES OF SUBMITTALS

- A. Submittals for Review and Information:
1. Submittals will be reviewed and distributed electronically.
 2. Architect will provide access to FTP site for distribution of submittals.
 3. File format for electronic submittals shall be Adobe .PDF, unless otherwise agreed upon. Coordinate electronic submittal distribution protocol at pre-construction meeting.
- B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed.
- C. Samples: Submit two (2) each; one of which will be retained by Architect.
1. After review, retain one at the job site for reference.
 2. Retained samples will not be returned to Contractor unless specifically stated.

3.07 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with a copy of approved submittal form.
 - D. Transmit each submittal with approved form or transmittal.
 - E. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
 - F. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
 - G. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 1. Submittals not reviewed and approved by Contractor will be returned without review.
 - H. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - I. Identify product(s) to be used. Clearly mark submittal to specifically identify products or models pertinent to project.
 - J. Modify drawings and diagrams to delete information which is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work.
 - K. Indicate field dimensions, clearly identified as such.
 - L. Show relationship to adjacent or critical features of the Work. Show dimensions and clearances required.
 - M. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
 - N. Provide space for Contractor and Architect review stamps.
 - O. When revised for resubmission, identify all changes made since previous submission.
 - P. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
 - Q. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 013216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, with network analysis diagrams and reports.

1.02 RELATED SECTIONS

- A. Section 011000 - Summary: Work sequence.

1.03 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate phases and other logically grouped activities.
- D. Provide sub-schedules for each stage of Work identified in Section 011000 - Summary.
- E. Provide sub-schedules to define critical portions of the entire schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products.
- I. Provide legend for symbols and abbreviations used.
- J. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.

3.03 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.04 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

3.05 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 014000
QUALITY REQUIREMENTS

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

SECTION 014219
REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- C. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by Contract Documents by mention or inference otherwise in any reference document.

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Construction Aids
- E. Security requirements.
- F. Vehicular access and parking.
- G. Traffic Regulation
- H. Tree and Plan Protection
- I. Waste removal facilities and services.
- J. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 015100 - Temporary Utilities.

1.03 TEMPORARY UTILITIES - SEE SECTION 015100

1.04 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Telephone Land Lines: One line, minimum; one handset per line.
 - 3. Internet Connections: Minimum of one; DSL modem or faster.
 - 4. Facsimile Service: Minimum of one dedicated fax machine/printer.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.07 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.

- C. Location: Not required.

1.08 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required to facilitate execution of the Work. Examples are scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
- B. Mutual use may be arranged by the Contractor where applicable.
- C. Stairs in existing building shall not be used by construction personnel.
- D. Elevators in the existing building and new elevators shall not be used by construction personnel.

1.09 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Security of persons and property in areas under control of the Contractor shall be the Contractor's exclusive responsibility.
- C. The Contractor, at his own expense, shall initiate whatever programs necessary to execute his responsibility.
- D. Coordinate with Owner's security program.

1.10 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Maintain traffic areas free as possible of excavated materials, construction equipment, products, snow, ice and debris.
- F. Designated existing on-site roads may be used for construction traffic.
 - 1. Provide additional temporary roads as needed for required construction access.
 - 2. Maintain existing road construction, and restore to original, or specified, condition at completion of Work.
- G. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.11 TRAFFIC REGULATION

- A. Obtain all temporary permits for access to and use of public roads and streets for construction and hauling purposes. Comply with traffic control regulations applying to permit issuance.
- B. Provide all markers, signs, lights and barriers on and near the site to safely control construction traffic and public access.

1.12 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.
- B. Consult with Architect, and remove agreed-on roots and branches which interfere with construction. Employ qualified tree surgeon to perform removal and treat cuts.
- C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants.

- D. Protect plants from deleterious liquid and solid droppings from construction operations.
- E. Protect root zones of trees and plants:
 - 1. Do not allow vehicular traffic or parking.
 - 2. Do not store materials or products.
 - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- F. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- G. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

1.13 WASTE REMOVAL

- A. See Section 017419 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices and storage sheds as as directed in the field.
- D. Office may be moved inside new structure or located inside existing structures if approved by Architect and Owner.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
 - 1. Remove stone from temporary access roads, unless it is to be incorporated into new work.
 - 2. Grade damaged areas of site to required elevations, spread topsoil, and re-seed.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 015100
TEMPORARY UTILITIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 015000 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.

1.03 TEMPORARY ELECTRICITY

- A. Cost: By Contractor.
- B. Provide power service required from utility source.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- D. Provide main service disconnect and over-current protection at convenient location and meter.
- E. Permanent convenience receptacles may be utilized during construction.
- F. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction.

1.05 TEMPORARY HEATING

- A. Cost of Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F (10 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.
- D. Existing facilities shall not be used.
- E. Permanent equipment shall not be used for temporary heating purposes.

1.06 TEMPORARY COOLING

- A. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Maintain maximum ambient temperature of 80 degrees F (26 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.
- C. Permanent equipment shall not be used for temporary cooling purposes.

1.07 TEMPORARY VENTILATION

- A. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.

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1.08 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, _____.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 013000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- B. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- C. Section 015100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- D. Section 017419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- E. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 024100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.

1.05 COORDINATION

- A. See Section 011000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. Coordinate completion and clean-up of work of separate sections.

- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.03 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings.
 3. Relocate items indicated on drawings.
 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 011000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, wiring, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.

M. Comply with all other applicable requirements of this section.

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.05 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.06 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.

- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.07 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.08 DEMONSTRATION AND INSTRUCTION

- A. See Section 017900 - Demonstration and Training.

3.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.10 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Replace filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.

- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
 - 1. A facility that can legally accept CDL waste materials for the purpose of processing the
 - a. 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.

1.03 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.

1.04 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.

1.05 QUALITY ASSURANCE

- A. 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.
- B. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.

1.06 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 a landfill. The plan should include the following information:
 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work,
 - c. Reuse of materials on-site or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility;

- b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
 - c. Processing and reusing materials on-site;
 - d. Self-hauling to a recycling or material recovery facility.
4. Name of recycling or material recovery facility receiving the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 CONSTRUCTION WASTE MANAGEMENT, GENERAL

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

3.02 SOURCE SEPARATION

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

3.03 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.

3.04 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.

3.05 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
 - 1. contact person.
- D. Exemption: electric motors, circuit breakers, transformers and lighting contactors are exempt
 - 1. 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 017800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

4.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
 2. Addenda.
 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract drawings.
- 4.02 OPERATION AND MAINTENANCE DATA
- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- 4.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES
- A. For Each Product, Applied Material, and Finish:
1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- 4.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS
- A. For Each Item of Equipment and Each System:
1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
 - D. Include color coded wiring diagrams as installed.
 - E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
 - F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 - G. Provide servicing and lubrication schedule, and list of lubricants required.
 - H. Include manufacturer's printed operation and maintenance instructions.
 - I. Include sequence of operation by controls manufacturer.
 - J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - K. Provide control diagrams by controls manufacturer as installed.
 - L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
 - M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
 - N. Additional Requirements: As specified in individual product specification sections.
- 4.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS
- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
 - B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
 - C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
 - D. Prepare data in the form of an instructional manual.
 - E. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 3 inch (____ mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
 - F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
 - G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
 - H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
 - I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
 - J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by products and systems under section numbers and sequence of Table of Contents of this Project Manual.
 - 1. Operating instructions.
 - 2. Maintenance instructions for equipment and systems.
 - 3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- M. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect , Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

4.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 311000

SITE CLEARING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Site Clearing shall consist of clearing of the site within the limits of construction to include the following:
 - 1. Removal and disposal of trees and brush, weeds, roots, and similar materials.
 - 2. Removal and disposal of structures, paving, base course, utilities, concrete sidewalks and aprons, and all other obstructions which are designated on the Plans for removal during construction.
 - 3. Protection of existing utilities and adjacent property, structures, benchmarks, and monuments.

1.02 STANDARDS

- A. The quality and performance of work specified in this section shall be in accordance with the Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, dated June 2021, latest revision (hereinafter referred to as the “Standard Specifications”).
 - 1. Section 201: Clearing and Grubbing
 - 2. Section 211: Removal of Structures and Obstructions

1.03 PHASING

- A. Clearing, grubbing, and removal shall be performed prior to the grading and stripping operations, within the limits of grading, as indicated on the drawings and as specified herein. Following clearing, topsoil shall be stripped and stored for later use on the site or disposition by the Owner.

1.04 PROTECTION

- A. The Contractor shall protect all trees, shrubs, ground plants, roads, walks, pavements, structures, civil improvements, and appurtenances not indicated to be cleared from the site. Methods of protection shall be by use of substantial wood or chain link fences, barriers, or other methods, as approved by the Engineer. Any trees, shrubs, ground plants, roads, walks, pavements, structures, or appurtenances indicated to remain that become damaged during construction of the project shall be repaired or replaced by the Contractor, as directed by the Engineer, at no additional cost to the Owner.
- B. The Contractor shall contact all utility companies to mark the location of their facilities. The Contractor shall protect all existing utilities in place and maintain continuous service to the Owner. Any damage to the utilities shall be corrected by the Contractor at his expense. The Contractor shall also be responsible for coordinating and/or relocating any utilities which must be relocated to accommodate the proposed construction.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials shall be at the Contractor's option, subject to the approval of the Engineer.

PART 3 EXECUTION

3.01 CLEARING AND GRUBBING

- A. Clearing shall consist of the removal of all trees and shrubs, brush, down timber, rotten wood, heavy growth of grass and weeds, vines, rubbish, walks, roads, curbs, walls and foundations, existing utilities already abandoned, and all objectionable debris. All walls, foundations, slabs, pavements, curbs, and footings shall be removed to their full depth.
- B. Grubbing shall consist of the removal of stumps, roots, root mats, stubs, buried logs, and other debris within the project limits. The Contractor shall remove all stumps and root mats in their entirety and all buried logs and other debris from within building areas and from the limits of proposed drives and walks. Within proposed lawn areas, stumps, roots and debris shall be removed to a minimum depth of one foot below design rough grade.
- C. Construction methods shall be in accordance with Sections 201 and 211 of the Standard Specifications.

3.02 DISPOSAL OF REMOVED MATERIALS

- A. All timber and cleared materials shall become the property of the Contractor, and shall be disposed of by the Contractor. Burning of materials on site is prohibited.
- B. Pavement, base course, concrete, utilities, and other obstructions shall be removed from the site and shall be disposed or recycled lawfully. The Contractor shall provide evidence of the lawful disposal when requested by the Owner or the Owner's Representative.

3.03 SALVAGED MATERIALS

- A. Materials listed to be salvaged for reuse shall be stored by the Contractor in such a manner to prevent damage to the material. Salvaged materials which are not reused shall be disposed of lawfully by the Contractor unless the Owner specifically requests to take possession of the material.

3.04 SITE DEMOLITION

- A. Remove walks, roads, curbs, walls and foundations, existing utilities already abandoned, and all objectionable debris. All walls, foundations, slabs, pavements, curbs, and footings shall be removed to their full depth.
- B. Procure all permits required for demolition and disposal. Coordinate utility work with utility companies and subcontractors. All debris shall be recycled or removed and disposed lawfully.

- C. Where applicable, brace and shore all portions of the existing structure for safety and to maintain the integrity of the existing building. Provide protection for the general public. Disconnect all utilities prior to demolition in areas where live utilities may be located.

END OF SECTION

SECTION 312500**EROSION AND SEDIMENT CONTROLS****PART 1 GENERAL**

1.01 DESCRIPTION

- A. General: Provide temporary soil and sediment control measures in accordance with the Plans and Contract Documents.

1.02 QUALITY ASSURANCE

A. Standards

Except as modified by governing codes and by the Contract Documents, comply with the applicable provisions and recommendations of the following:

1. Delaware Erosion and Sediment Control Handbook, latest revision.
2. Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, dated June 2021 (hereinafter referred to as the "Standard Specifications").

B. Design Criteria

1. The primary objective of this specification is to control soil erosion to the maximum extent practicable.
2. The temporary control provisions contained herein shall be coordinated with permanent erosion control features to the extent practical to assure effective and continuous erosion control throughout the construction and post- construction period.
3. The erosion control measures described herein shall be continued until the construction is complete and all disturbed areas are fully stabilized.
4. Wherever construction exposes work which is subject to erosion, erosion control features or other work to be completed within such areas shall follow as soon after exposure as practicable.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Temporary mulches shall conform to Section 908 of the Standard Specifications.
- B. Temporary grass mixtures shall be as shown on the Plans, or in the absence of plan information, shall conform to the Section 908 of the Standard Specifications.
- C. Temporary structural Erosion Control measures shall conform to the requirements of the Delaware Erosion and Sediment Control Handbook and the Delaware Department of Transportation Standard Specifications.
- D. Erosion control matting and blankets shall conform with the Delaware Erosion and Sediment Control Handbook requirements for soil stabilization matting (SSM) I and II.

Matting shall be composed of 100% agricultural straw (minimum 0.5 pounds per square yard) or 100% wood excelsior fiber (0.8 pounds per square yard) with a single or double netting of either photo-degradable or bio-degradable material. SSM-I shall be North American Green S75, American Excelsior Curlex I, or approved equal. SSM-II shall be North American Green S150, American Excelsior Curlex II, or approved equal.

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. Vegetative stabilization shall be used on graded or cleared areas, which are subject to erosion for a period of 14 days or more.
- B. All temporary erosion control measures shall be installed in accordance with the Delaware Erosion and Sediment Control Handbook.
- C. Erosion control matting shall be installed in accordance with the manufacturer's written instructions, the requirements of the Delaware Erosion and Sediment Control Handbook, and the details on the Plans.
- D. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal or state agencies, the more restrictive laws, rules, or regulations shall apply.
- E. The Contractor shall be responsible for maintaining all soil erosion and sediment control measures in an acceptable and functional manner. The Contractor shall remove all temporary measures after all other construction is complete, final restorations installed, and all disturbed areas have been adequately stabilized.

END OF SECTION

SECTION 320523
CONCRETE SIDEWALKS, PADS, AND RAMPS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Remove existing concrete sidewalk as shown on the plan, marked in the field, or as directed by the Engineer.
- B. Provide new concrete sidewalk in areas designated on Plans, marked in the field, or as directed by the Engineer.
- C. Construct concrete pads in areas designated on the Plans.
- C. Place Graded Aggregate Base Course below proposed concrete sidewalks.
- D. Construct accessible ramps and construct accessible curb ramps or pedestrian connections with detectable warning surfaces.

1.02 STANDARDS

- A. The quality of materials and performance of work specified in this section shall be in accordance with the Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, dated June 2021 (hereinafter referred to as the "Standard Specifications").

Section 301: Graded Aggregate Base Course
Section 501: Portland Cement Concrete Pavement
Section 611: Concrete Reinforcement
Section 705: P.C.C. Sidewalk, Pedestrian Connections, and Detectable Warning Surface
Section 762: Saw Cutting and Butt Joints
Section 1022: Portland Cement Concrete Production
Section 1037: Embedded Reinforcement and Hardware
Section 1042: Joint/Crack Sealant Material

1.03 SUBMITTALS

- A. Submit source of supply, mix design, and certifications for concrete to be supplied for the project.
- B. Submit product data for all reinforcement.
- C. Certificates: All deliveries of concrete shall be accompanied by delivery slips.

1.04 ENVIRONMENTAL REQUIREMENTS

- A. Allowable Concrete Temperatures
 - 1. Cold weather: 60 degrees Fahrenheit. (18° C) when discharged from the mixer.
 - 2. Hot weather: Maximum concrete temperature is 80 degrees Fahrenheit. (30° C).

- B. Do not place concrete during rain, when atmospheric temperature is at or below 36 degrees Fahrenheit (2° C), or when conditions are otherwise unfavorable.

1.05 PROTECTION

- A. Protect concrete from pedestrian and vehicular traffic until concrete has been sufficiently cured.

PART 2 PRODUCTS

2.01 SIDEWALK, PAD, AND RAMP MATERIALS

- A. Concrete
 1. Use concrete developing a compressive strength of 3,000 p.s.i. (minimum) at twenty-eight (28) days for sidewalks, curb ramps, and concrete pads.
 2. Use concrete developing a compressive strength of 4,500 p.s.i. (minimum) at twenty-eight (28) days for steps, ramps, and structural components.
 3. Use air-entrained concrete.
- B. Cement, aggregates, water and air-entrainment methods and materials shall conform to Section 1022 of the Standard Specifications for Class B concrete for sidewalks and pads.
- C. Cement, aggregates, water and air-entrainment methods and materials shall conform to Section 1022 of the Standard Specifications for Class A concrete for ramps and structural components.
- D. Joint filler: Pre-formed expansion joint material, conforming to Section 1042 of the Standard Specifications.
- E. Curing compound: White pigmented liquid, conforming to AASHTO M 148 for Type 2, Class A or B.
- E. Vapor barrier: Where called for on Plans shall be 6 mil. polyethylene.
- F. Spalled areas shall be repaired with a pre-blended, pre-packaged cement-based mortar requiring only the addition of potable water. The material shall not contain any chlorides or lime other than the amounts contained within the hydraulic composition. The concrete repair material shall have a minimum strength of 5000 psi after 28 days. Concrete repair material shall be as manufactured by Five Star Products, Inc., or approved equal.
- G. Newly constructed concrete sidewalks shall be sealed with a concrete treating oil. The treating oil shall be a solution of boiled linseed oil and mineral spirits in accordance with ASTM D 260. Concrete treating oil shall be TK-3102, as manufactured by TK Products, or Lin-Seal, as distributed by W.R. Meadows, Inc., or approved equal.

2.02 REINFORCEMENT

- A. Reinforcing bars shall meet the requirements of Sections 611 and 1037 of the Standard Specifications.

- B. Welded wire reinforcement and reinforcement hardware shall meet the requirements of Section 1037 of the Standard Specifications.

2.03 GRADED AGGREGATE BASE COURSE

- A. Graded aggregate base course shall meet the requirements of Section 1005 of the Standard Specifications for Type B graded aggregate base course.

2.04 ACCESSIBLE CURB RAMPS

- A. Detectable warning systems shall meet the requirements of Section 705 of the Standard Specifications.
- B. Domes sizes and patterns shall be as shown on the Plan.

PART 3 EXECUTION

3.01 REMOVING EXISTING SIDEWALK

- A. All portions of existing concrete sidewalk to be removed shall be isolated from pavements, curb, or buildings to remain by saw cutting or by the presence of an existing expansion joint. Care shall be exercised by the Contractor to ensure that no damage occurs to any elements to remain and any damage to items to remain shall be replaced or repaired by the Contractor at no additional cost to the Owner.
- B. Concrete shall be broken up by an approved power breaking machine. All concrete removed shall be taken off the project site and disposed of lawfully.

3.02 PREPARATION FOR NEW SIDEWALK, PADS, AND RAMPS

- A. Excavate subgrade and set forms so that finished sidewalk conforms to lines and grades shown on Plans.
- B. Prepare sidewalk subgrade as specified in Section 705 of the Standard Specifications.
- C. Verify that earthwork is completed to correct line and grade.
- D. Verify that forms conform to line, grade and dimensions shown on Plans.
- E. Check that subgrade is smooth, compacted and free of excessive moisture.
- F. Do not commence work until conditions are satisfactory.

3.03 CONSTRUCTION METHODS

- A. Concrete sidewalks and pads shall be constructed in accordance with the requirements of Section 705 of the Delaware Department of Transportation Standard Specifications for Road and Bridge Construction.

- B. Use vibration or tamping to consolidate the rapid set concrete patching material. Work material into saw cuts, extending beyond the corners of the repair area. Strike-off and shape the material to match the surrounding concrete.
- C. Concrete treating oil shall be sprayed or rolled onto clean and dry concrete in accordance with the manufacturer's written instructions.
- D. Construct accessible curb ramps in accordance with the details shown on Plans and the requirements of Section 705.3.7 of the Standard Specifications.
- E. All concrete surfaces shall be true and even, free from honeycombing, stone pockets and excessive depressions, projections, and air pockets. Concrete edges shall be chamfered as indicated on the Plans.
- F. Reinforcement
 - 1. All reinforcement shall be supplied and installed in accordance with Sections 501, 611, and 1037 of the Standard Specifications.
 - 2. A minimum concrete cover of 3 inches shall be provided for reinforcement of concrete cast against and permanently exposed to earth. For concrete not exposed to earth or weather a minimum clear distance of 2-inches shall be provided for number 6 bars and larger, and 1-1/2 inches for number 5 bars and smaller. Form ties or spreaders shall leave no metal within 1-1/2 inches of the exposed concrete surface.
 - 3. Supports, spacers, and chairs shall meet the requirements of ACI 301 and the Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice, latest addition.

END OF SECTION

SECTION 321216
ASPHALT PAVING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included: Provide labor, materials, and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Milling existing pavements.
 2. Patching pavement, including removal of existing pavement and installation of bituminous concrete base course patch.
 3. Surface preparation, and installation of bituminous concrete base course (BCBC).
 4. Surface preparation, and installation of Type B, binder course pavement, where applicable.
 5. Installation of Type C, wearing surface course for pavement patching, for new paving, and for overlay of existing bituminous pavement including patched and repaired areas.
 6. Pavement markings.
- B. Allowances and Unit Prices
1. The Base Bid shall include an allowance for the removal and patching of 1,000 square yards of pavement per the detail on the Plans and as noted on Sheet C-101. This pavement patching shall be in addition to the patching depicted on the Plans.
 2. Provide a unit price for the removal and patching of pavement per the detail on the Plans. This unit price will be used to increase or decrease the allowance based on actual field conditions. Refer to Part 4 of this section for measurement and payment.

1.02 STANDARDS

- A. The quality of materials and performance of work specified in this section shall be in accordance with the Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, dated June 2021, latest revision (hereinafter referred to as the "Standard Specifications").
1. Section 401: Bituminous Pavement
 2. Section 402: Bituminous Paving Materials, Patching
 3. Section 760: Pavement Milling and Rumble Strips
 4. Section 762: Saw Cutting and Butt Joints
 5. Section 817: Pavement Marking
 6. Section 1011: Tack Coat
 7. Section 1014: Asphalt Materials Production

1.03 DEFINITIONS

- A. Subgrade: Surface upon which pavements will be constructed.

- B. Base Course: That portion of the pavement cross section consisting of graded aggregate base course or bituminous concrete deep lift.

1.04 QUALITY ASSURANCE

- A. Bituminous concrete producer shall be regularly engaged in the production of bituminous concrete, and shall be approved by the Delaware Department of Transportation or the Pennsylvania Department of Transportation.

1.05 SUBMITTALS

- A. Source of supply and job mix formula for all asphalt to be used on the project.
- B. Provide copies of delivery slips at the end of each working day.

PART 2 PRODUCTS

2.01 GENERAL

- A. Materials and mixtures shall comply with the Delaware Department of Transportation Standard Specifications. All bituminous concrete paving shall be obtained from a DelDOT approved plant.

2.02 PAVING MATERIALS AND MIXTURES

- A. Graded Aggregate Base Course
 - 1. Materials: Section 302.
- B. Hot Mix, Hot Laid Bituminous Concrete Pavement
 - 1. Materials: Section 401.
 - 2. Mixture: Section 401
- C. Emulsified Asphalt: Section 811
- D. Coarse Aggregate: Sections 805, 813
- E. Tack Coat: Meeting the requirements of Section 1011 of the Standard Specifications

2.03 JOB MIX FORMULA REQUIREMENTS

- A. Provide job mix formulas for each required bituminous concrete mixture as specified in Section 401.03 of the Standard Specifications.
- B. Submit for approval prior to beginning paving operations.

2.04 MIX DESIGN AND CONTROL REQUIREMENTS

- A. The design and control requirements for all paving mixtures shall conform to Section 401 of the Standard Specifications.

2.05 SAMPLES AND TESTING

- A. Methods and rates of sampling bituminous mixtures shall conform to Section 1014 of the Standard Specifications with the following exceptions:
 - 1. Sampling shall be performed by the producer's quality control technician.
 - 2. For small scale projects where it is possible to attain the minimum lot size specified, a total of five (5) samples shall be taken at random for each type of mix specified, per each day's production.
- B. Testing of bituminous concrete mixtures to determine the quantity of bitumen, gradation of aggregate, and conformance to mix design requirements shall be as specified in Section 1014 of the Standard Specification.
- C. Submit results of tests on forms signed by producer's quality control technician.

2.06 PREPARATION OF MIXTURES

- A. The preparation of all bituminous mixtures shall conform to Section 1014 of the Standard Specifications.

2.07 PAVEMENT MARKINGS

- A. All paint shall be of materials approved by the Delaware Department of Transportation per Sections 817 and 1071 of the Standard Specifications for Latex or Epoxy Paint. Glass beads will not be required for paint striping in parking lots or private driveways.
- B. Thermoplastic material, where shown on the plan or required by DelDOT, shall meet the requirements of section 817 of the Standard Specifications.

PART 3 EXECUTION

3.01 GENERAL

- A. The method of construction including bituminous concrete plant and equipment, bituminous concrete pavers, vehicles for transporting bituminous mixtures, rollers, and all construction methods shall conform to Section 401 of the Standard Specifications except as modified by the Supplemental Requirements below.

3.02 PAVEMENT MILLING

- A. Construction methods for pavement milling shall conform to Section 760 of the Standard Specifications.

3.03 PAVEMENT PATCHING

- A. Construction methods for patching pavement shall conform to Sections 401 and 402 of the Standard Specifications. A milling machine may be used for pavement and base course removal.

3.04 PROOF ROLL

- A. Proof roll subgrade surfaces using heavy, rubber-tired rollers, or loaded dump truck in accordance with Section 202 of the Standard Specifications. Proof roll in the presence of the Owner's Representative.
 - 1. Subgrades shall be firm and unyielding.
 - 2. Compact areas showing deflection and instability.
- B. Notify the Engineer or the Inspector of unsatisfactory conditions.
- C. Do not begin paving work until any such unsatisfactory conditions have been corrected.

3.05 SURFACE PREPARATION

- A. Earth and Base Course Surface
 - 1. Remove loose and foreign material from compacted subgrade surface immediately before application as required.
 - 2. Use power broom or blowers and hand brooming as required.
 - 3. Do not displace subgrade material.
- B. Existing Pavement Surfaces
 - 1. Remove loose and foreign material from existing pavement surfaces immediately before application of paving.
 - 2. Use self-propelled mechanical sweepers. Supplement with hand brooming as required.
 - 3. Pay particular attention to cleaning of gutter lines and outer edges of pavement areas.
 - 4. Remove all weeds, grass or other vegetative matter growing in pavement areas, particularly along joints and curbs.
- C. Minor Patching
 - 1. Existing pavement surfaces: Fill in depressions, and patch pavement in overlay areas that are not marked out for base repairs.

3.06 TACK COAT

- A. Apply to cleaned surfaces of all pavements to be overlaid or slurry seal coated.
- B. Apply to cleaned surfaces of newly constructed base pavement if coated with dust, dirt, foreign materials in sufficient amount to prevent bond with surface course.
- C. Apply to edges of paving where base repairs are to be made.

- D. Apply tack coat material at temperatures, specified in Section 401 of the Standard Specifications.
- E. Apply at a uniform rate of 0.05 to 0.15 gallons per square yard immediately prior to placing pavement.
- F. Apply tack coat by brush to contact surfaces of pavement cold joints, curbs, gutters, manholes, and other structures projecting into or abutting asphalt concrete pavement.
- G. Allow surfaces to dry until material is in a condition of tackiness to receive pavement.
- H. Take precautions to ensure tack coat is not applied to exposed surfaces of curbs or other exposed surfaces. Tack coat so applied shall be removed by Contractor at no additional cost to Owner.

3.07 GENERAL SURFACE REQUIREMENTS

- A. Test finished surface of each bituminous concrete course for smoothness using a ten (10) foot straightedge.
- B. The straightedge shall have projections on the bottom at each end, either built-in or firmly attached, so that it is supported six (6") inches above the pavement surface at the ends. It shall be free from warp and deflection, and furnished by the Contractor without additional compensation.
- C. Check surfaced areas at intervals and in directions specified.
- D. Check surfaces for pavement smoothness immediately after initial compaction, and correct variations by removing or adding material as may be necessary. Then rolling shall be continued as specified.
- E. Immediately after final rolling and while the pavement is still hot, the smoothness of the course shall be checked again and all projections or depressions exceeding the specified tolerances shall be corrected by removing defective work and replacing it with new surface course as specified. Portions of the surface otherwise unsatisfactory shall be replaced.
- F. Finished surfaces shall be free of all roller marks, ridges and voids.

3.08 FIELD QUALITY CONTROL

- A. Taking of pavement cores and testing for the determination of conformance to control air voids and pavement thickness, when required, shall be performed in accordance with Section 401 of the Standard Specifications.
- B. When required per the General or Special Provisions, the Contractor shall employ and pay for the services of an Independent Testing Laboratory acceptable to the Engineer to perform additional field quality control sampling and testing when initial tests indicate work does not

comply with the Contract Documents. All sampling and testing shall be performed as specified in section 401 of the Standard Specifications.

- C. Areas of pavement removed for field quality control testing shall be replaced by the Contractor as follows:
 - 1. Clean debris from core area. Cut all exposed pavement edges vertical.
 - 2. Apply tack coat to exposed surfaces before installing replacement pavement.
 - 3. Fill core area with surface course mixture for the full depth of the core.
 - 4. Compact and grade mixture; seal repaired area with tack coat; and apply thin layer of sand over tack coat.

3.09 BUTT JOINTS

- A. Butt joints shall be constructed in accordance with Sections 401 and 762 of the Standard Specifications and the details on the Plans.

3.10 PAVEMENT MARKINGS

- A. Paint equipment and installation shall conform to Section 817 of the Standard Specifications.
- B. Application of Thermoplastic materials, where required, shall conform to Sections 817 of the Standard Specifications.
- C. All markings shall comply with the Manual on Uniform Traffic Control Devices, the Delaware Manual on Traffic Controls for Street and Highway Construction and Maintenance, the Delaware State Fire Prevention Regulations, and the Delaware State Accessibility Board.

PART 4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement or payment will be made for milling, pavement patching, bituminous concrete paving, overlays, or striping depicted or noted on the Plans.
- B. Pavement patching in areas not depicted or noted on the Plans shall be measured by the actual number of square yards of pavement patching installed to the required depth, in place and accepted. The width and length of pavement patches shall be limited in dimension to those marked in the field by the Owner's representative. No additional payment will be issued for pavement placed outside the limits marked for pavement patching unless approved by the Engineer.

4.2 BASIS OF PAYMENT

- A. Additional pavement patching, constructed in areas not depicted or noted on the Plans, measured as provided above, will be paid for at the contract unit price per square yard bid for this item, which price and payment shall constitute full compensation for removal of existing paving, saw cutting, preparation of subgrade, furnishing and placing hot-mix, and all tasks, labor, equipment, tools, and incidentals necessary to complete the work.

- B. Payment for additional pavement patching will be made only for areas where the Engineer directs the Contractor to patch pavement where patching is not depicted or noted on the Plans.
- C. Payment for additional pavement patching will only be made when paving patching exceeds the quantity noted on the Plans and provided in the allowance. If the quantity of additional pavement patching is less than the stated allowance, payment will be deducted at the unit price bid per square yard.
- D. Pavement patching for curb replacement shall not count toward the allowance quantity, and is included in the lump sum price bid for the project.

END OF SECTION

SECTION 321613
CONCRETE CURB

PART 1 GENERAL

1.01 DESCRIPTION

- A. Remove and dispose off site existing concrete or bituminous curb as shown on the Plans, marked in the field, or as directed by the Engineer.
- B. Install new poured Portland cement concrete curb in the locations designated on the Plans, marked in the field, or as directed by the Engineer.

1.02 STANDARDS

- A. The quality of materials and performance of work specified in this section shall be in accordance with the Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, dated June 2021 (hereinafter referred to as the "Standard Specifications").

Section 701: PCC Curb, Integral PCC Curb, Monolithic Median, and Curb Openings
Section 1022: Portland Cement Concrete Production

1.03 SUBMITTALS

- A. Certificates: All deliveries of concrete shall be accompanied by delivery slips.

1.04 ENVIRONMENTAL REQUIREMENTS

- A. Allowable Concrete Temperatures
 - 1. Cold weather: 60 degrees Fahrenheit. (18° C) when discharged from the mixer.
 - 2. Hot weather: Maximum concrete temperature is 80 degrees Fahrenheit. (30° C).
- B. Do not place concrete during rain, when atmospheric temperature is at or below 36 degrees Fahrenheit (2° C), or when conditions are otherwise unfavorable.

1.05 PROTECTION

- A. Protect new concrete curb from traffic for a minimum of seven (7) days.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete
 - 1. Use concrete developing a compressive strength of 3,000 p.s.i. at twenty-eight (28) days.
 - 2. Use air-entrained concrete.

- B. Cement, aggregates, water and air-entrainment methods and materials conforming to Section 1022 of the Standard Specifications for Class B concrete.
- C. Joint filler: Pre-formed expansion joint material, conforming to Section 1042 of the Standard Specifications.
- D. Curing compound: White pigmented liquid, conforming to AASHTO M 148 for Type 2, Class A or B.
- E. Bituminous Joint Sealant: Conforming to the requirements of section 1042 of the Standard Specifications:

PART 3 EXECUTION

3.01 PREPARATION

- A. When encountered, cut existing pavements vertically with a sharp tool on a straight line prior to excavating for curb. Cut shall be made twelve inches (12") to twenty-four inches (24") beyond the limits of excavation, and maintained straight and neat, or re-cut and dressed as required.
- B. Excavate subgrade and set forms so that finished curb conforms to required lines and grades.
- C. Prepare curb subgrade as specified in Section 701 of the Standard Specifications.
- D. Verify that earthwork is completed to correct line and grade.
- E. Verify that forms conform to proposed line, grade and curb cross section.
- F. Check that subgrade is smooth, compacted and free of frost and excessive moisture.
- G. Do not commence work until conditions are satisfactory.

3.02 PERFORMANCE

- A. Method of curb construction shall conform with Section 701 of the Standard Specifications
 - 1. Install 1/2-inch wide expansion joints at equal intervals, not to exceed forty feet (40'). Install additional expansion joints where curb abuts structures, and install expansion joints or bond breaker where curb abuts sidewalk. Fill expansion joints with joint filler, 1/2-inch thick. Insert joint filler 1/4-inch from the top and face of curb.
 - 2. Construct contraction joints (transverse joints) at 10' intervals, except where shorter sections are necessary for closures; but no section shall be less than four feet (4').
 - 3. Finish concrete surfaces of curb to match existing adjacent curbs. Curb cross section shall be as shown on the Plans.

END OF SECTION

SECTION 329200
TURF AND GRASSES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide lime and permanent seed mixture in the areas shown on the plans for:
 - 1. Restoration of existing grass areas disturbed by Contractor's operations
 - 2. Stabilization of unpaved areas.

1.02 STANDARDS

- A. The quality of materials and performance of work specified in this section shall be in accordance with the Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, dated June 2021, latest revision (hereinafter referred to as the "Standard Specifications").
 - 1. Section 908: Soil Stabilization Practices

1.03 SUBMITTALS

- A. Certificates
 - 1. Seed producer's certified analysis of composition, purity, and germination of seed mixture, dated within nine (9) months of sowing.
 - 2. Manufacturer's certified chemical and physical composition analysis for ground limestone.
- B. Delivery Slips
 - 1. Accompany each delivery of seed, ground limestone, and fertilizer with delivery slip showing the product weight.
- C. Test Reports
 - 1. Submit results of test report for pH analysis of soil, and when ground limestone is required, the total amount of magnesium and calcium oxides required.

1.04 SUBMITTALS

- A. Deliver all materials in accordance with manufacturer's printed instructions, and in such manner as to protect from moisture.
- B. Store and handle material in accordance with manufacturer's printed instructions, and in such manner as to protect from moisture.

1.05 JOB CONDITIONS

- A. Existing Conditions: Perform seeding only after preceding work affecting found surface is completed.

- B. Environmental Requirements
 - 1. Plant seed on unfrozen soil. Soil shall be in friable condition at the time of seeding.
 - 2. Do not perform seeding when wind exceeds 15 mph.
 - 3. Do not seed between October 30th and March 15th.
- C. Protection: Restrict pedestrian and vehicular traffic from seeded areas after planting to end of the establishment period.

PART 2 PRODUCTS

2.01 SEED MIXTURE

- A. Seed mixture shall be as shown on the Plan or, if not shown on the plan, as specified in Section 908 of the Standard Specifications for Permanent Grass Seeding – Subdivision Mix.
- B. Use clean, dry, new crop seed. Use certified seed when available.

2.02 TOPSOIL

- A. Topsoil shall conform to Section 908 of the Standard Specifications.

2.03 GROUND LIMESTONE

- A. Limestone shall be ground agricultural grade conforming to Section 908 of the Standard Specifications.

2.04 MULCH

- A. Straw mulch shall be unrotted small grain straw, shall be relatively free of weeds, and shall be free of noxious weeds such as thistles, Johnsongrass, and quackgrass.
- B. Hydraulically Applied Mulch
 - 1. Wood fiber mulch shall consist of specially prepared wood that has been processed to a uniform state, is packaged for sale as a hydraulic mulch for use with hydraulic seeding equipment, and consists of a minimum of 70% virgin or recycled wood fiber combined with 30% paper fiber and additives.
 - 2. Blended fiber mulch shall consist of any hydraulic mulch that contains greater than 30% paper fiber. The paper shall be processed to a uniform fibrous state and packaged for sale as a hydraulic mulch for use with hydraulic seeding equipment.
 - 3. A bonded fiber matrix (BFM) shall consist of long strand, specially prepared wood fibers that have been processed to a uniform state held together by a water-resistant bonding agent. BFM's shall contain no paper, but may contain shall percentages of synthetic fibers to enhance performance.
 - 4. All components of the hydraulically applied mulches shall be pre-packaged by the manufacturer to assure material performance.
- C. Erosion control blankets and turf reinforcement matting shall be as shown on the Plans, or if not on the Plans, shall meet the requirements of Section 908 of the Standard Specifications.

PART 3 EXECUTION

3.01 PREPARATION

- A. Check that clearing, soil preparation and preceding work affecting ground surface is completed.
- B. Verify that soil is unfrozen and within allowable moisture content.
- C. Do not start until conditions are satisfactory.
- D. When soil to be seeded has a pH value of less than 5.8, evenly spread ground limestone, which is dry and free flowing, over area to be seeded at rate that will change soil pH value to 6.5. Thoroughly mix limestone into upper 3 to 4 inches of soil by discing, harrowing, or other approved method.
- E. Water dry soil at least 24 hours prior to seeding to obtain a loose friable seed bed.
- F. Before applying seed, remove all stones, rocks, lumps, roots, wires, clods, and other objects measuring 1 inch or larger in any dimension.

3.02 APPLICATION

- A. Broadcast half of seed with mechanical seeder.
- B. Broadcast remaining half of seed at right angles to first seeding pattern, using same broadcast method.
- C. Apply seed at the rate specified in the Standard Specifications.
- D. Cover seed to depth of 1/8 inch by raking or other approved method.
- E. Roll seeded area with roller weighing maximum of 150 pounds per foot of width.
- F. Water seeded area until water penetrates to a depth of 3 to 4 inches.

3.03 PROTECTION

- A. Erect temporary signs and barriers to protect seeded areas from pedestrian and vehicular traffic.

3.04 LAWN ESTABLISHMENT

- A. Watering
 - 1. Keep soil moist during seed germination period. and during lawn establishment.
 - 2. Method of watering shall provide equal distribution and coverage to all areas seeded.
 - 3. Continue watering during establishment period to promote healthy grass stand.
- B. Re-lime and reseed all seeded areas which become eroded or otherwise disturbed; or which require mowing of weedy areas in order to establish acceptable turf.

- C. Re-lime, and reseed spots larger than one square foot not having uniform stand of grass practically weed free, and not containing plants in reasonable proportion to the various kinds of seed in the grass seed mixture.
- D. Perform all lawn establishment work in accordance with the specifications without additional compensation.
- E. Maintain seeded areas until grass is well established and exhibits vigorous growing condition for a minimum of two cuttings. Maintain grass height of three inches. Do not cut more than one third of the grass blade at each mowing. Perform first mowing when seedling are approximately four inches long.
- F. Establishment and maintenance period to extend until acceptance of the project.

3.05 CLEANING

- A. Immediately clean spills on paved and finished surface areas.
- B. Remove debris and excess materials from project site.
- C. Dispose of protective barricades and warning signs at termination of lawn establishment period.

3.06 MULCHING

- A. Straw mulch shall be applied at the rate of 70 to 90 pounds per 1,000 square feet.
- B. Hydraulically Applied Mulch
 1. Hydraulic mulches shall be applied with a viable seed and at the manufacturer's recommended rates.
 2. Apply the product to stable slopes. Do not apply to saturated soils or if precipitation is anticipated with twenty-four hours.
 3. Minimum curing temperature is forty degrees (40°F).
- C. Mulch shall be anchored immediately following application by crimping or tracking, or through the use of biodegradable netting or erosion control blankets.

3.07 FIELD QUALITY CONTROL

- A. The Contractor shall pay for testing and related costs when materials are found not to be in conformance with this specification.
- B. Seed sampling and testing shall be conducted in accordance with Delaware Code and with the rules and regulations for testing seed adopted by the Association of Official Seed Analysis.

END OF SECTION