DELAWARE STATE UNIVERSITY
CONTRACT # PC-26-008

SPECIFICATIONS
FOR

Phase 1 Bid Pack B – Demolition & Site Preparation

IN

East Dover Hundred - Kent County
Dover, Delaware

PREPARED
BY

Studio JAED

TABLE OF CONTENTS

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

B. DOCUMENTS BOUND HEREWITH

DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS

INTRODUCTORY INFORMATION

00 01 01 – PROJECT TITLE PAGE-1 page

00 01 10 – TABLE OF CONTENTS-2 pages

00 01 15 – LIST OF DRAWING SHEETS-1 page

PROCUREMENT REQUIREMENTS

00 11 16 – INVITATION TO BID-1 page

00 21 13 – Instructions To Bidders-12 pages

00 41 13 – BID FORM-4 pages

00 43 13 – BID BOND-1 page

00 43 36 – PROPOSED SUBCONTRACTOR LIST-1 page

00 45 19 – NON-COLLUSION STATEMENT-1 page

00 46 00 – AFFIDAVIT OF EMPLOYEE DRUG TESTING PROGRAM-1 page

00 46 01- AFFIDAVIT OF CRAFT TRAINING COMPLIANCE-1 page

00 46 02 – CONTRACTOR REGISTRATION ACT-1 page

CONTRACTING REQUIREMENTS

00 52 13 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR-1 page

00 54 13 – SUPPLEMENT TO AGREEMENT BETWEEN OWNER & CONTRACTOR A101-2017-1 page

00 61 13.13 – PERFORMANCE BOND2 pages

00 61 13.16 – PAYMENT BOND2 pages

00 62 76 – SAMPLE APPLICATION AND CERTIFICATE FOR PAYMENT FORMS-1 page

00 72 13 – GENERAL CONDITIONS TO THE CONTRACT-1 page

00 72 14 – INDEMNIFICATION1 page
00 73 13 – SUPPLEMENTARY GENERAL CONDITIONS-10 pages

00 81 13 – GENERAL REQUIREMENTS-13 pages

00 81 14 – EMPLOYEE DRUG TESTING REPORT FORMS-2 pages

END OF SECTION 00 01 10

LIST OF DRAWING SHEETS

GENERAL

G-000	COVER SHEET
G-001	GENERAL NOTES, ABBREVIATIONS & SYMBOLS

CIVIL

C100	COVER SHEET
C101	LEGEND
C102	EXISTING CONDITIONS AND DEMOLITION PLAN - ABOVE GROUND
C103	EXISTING CONDITIONS AND DEMOLITION - UNDERGROUND
C104	CONSTRUCTION PLAN

SEDIMENT AND STORMWATER MANAGEMENT

SSM200	COVER SHEET AND GENERAL NOTES
SSM201	LEGEND
SSM202	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN
SSM203	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN
SSM204	SEDIMENT TRAP DETAILS
SSM205	CONSTRUCTION SITE DETAILS AND NOTES
SSM206	CONSTRUCTION SITE DETAILS AND NOTES
SSM207	CONSTRUCTION SITE DETAILS AND NOTES
SSM208	CONSTRUCTION SITE DETAILS AND NOTES
SSM209	CONSTRUCTION SITE DETAILS AND NOTES
SSM201	CONSTRUCTION SITE DETAILS AND NOTES

ARCHITECTURAL

AD100	OVERALL SITE PLAN
AD101	OVERALL LOCKER ROOM BUILDING DEMOLITION PLANS
AD102	ENLARGED LOCKER ROOM BUILDING DEMOLITION FLOOR PLANS
AD103	DEMOLITION FOUNDATION PLAN & SECTIONS - LOCKER ROOM BUILDING
AD104	BLEACHERS DEMOLITION PLANS
AD105	RESTROOM BUILDING DEMOLITION PLANS
AD201	DEMOLITION EXTERIOR ELEVATIONS - LOCKER ROOM BUILDING
AD202	EXTERIOR DEMOLITION PHOTOS - LOCKER ROOM BUILDING
AD203	INTERIOR DEMOLITION PHOTOS - LOCKER ROOM BUILDING
AD204	DEMOLITION EXTERIOR ELEVATIONS - BLEACHERS & RESTROOMS
AD205	EXTERIOR DEMOLITION PHOTOS - BLEACHERS
AD206	EXTERIOR DEMOLITION PHOTOS - BLEACHERS

MECHANICAL

M-000	MECHANICAL COVER SHEET
MD100	MECHANICAL DEMOLITION PLAN

PLUMBING

P-000	PLUMBING COVER SHEET
PD100	PLUMBING DEMOLITION PLAN

ELECTRICAL

E-000	ELECTRICAL COVER SHEET
ED101	ELECTRICAL DEMOLITION PLANS

END OF SECTION 00 01 15

INVITATION TO BID

Sealed bids for Delaware State University Contract No. **PC-26-008 – Phase 1 Bid Pack B – Demolition & Site Preparation** will be received by Delaware State University in the Office of Planning & Construction, Room 105 in the Facilities Management Building, 1200 N. DuPont Highway, Dover, DE 19901-2277, by the date and time listed below**,** at which time they will be publicly opened and read aloud in the Conference Room. The bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.
Bids can also be submitted electronically via email to contracts@desu.edu by the date and time listed below.
For all questions and inquiries, submit a request to constructionbid@desu.edu
The email subject must have the project name and the contract number. The electronic response should contain only one file. The filename must start with the vendor's name. The aggregate size of your response, before compressing the file, must not exceed 5 megabytes. Do not send any unnecessary messages to this email address. Otherwise, your emails will be marked as spam; thus, you will fully assume the risk/ liability of the University's non-response to your email messages. Bidder bears the risk of late delivery. Any bids received after the stated time will be automatically rejected.
Bidders bear the risk of an incomplete response, late delivery, or delivery to the University's email address other than those specified in this ITB. The bidder must ensure they receive confirmation that their bid has been received. The University is not responsible if bids are sent to spam folders or not delivered by the system until the University confirms receipt.

Only general contractors may submit bids for this project.
Project Overview:
The project encompasses the building demolition and site preparation necessary to support the new Athletic Transformation Project at Delaware State University. All work shall be performed in accordance with the approved bid documents, project specifications, and applicable codes and standards.
A non-mandatory Pre-Bid Meeting will be held at the date and time listed below to establish the subcontractor list.
Sealed bids shall be addressed to the Delaware State University c/o the Office of Planning & Construction, Facilities Management Building, Room 105, Dover, DE 19901-2277. The outer envelope should clearly indicate: **"DSU CONTRACT NO. PC-26-008 – Phase 1 Bid Pack B – Demolition & Site Preparation - SEALED BID - DO NOT OPEN."**

Bidders may request an electronic copy of the bidding documents by submitting a written request to constructionbid@desu.edu.
Summary of Events and Dates:

11/23/2026---Non-Mandatory Pre-Bid Meeting will be held on the Main Campus at 10:00 a.m. Local Time. (1200 North DuPont Hwy, Dover, DE 19901)

11/29/2026---Deadline for Questions (4:00 PM Local Time)

12/4/2026---Posting of Answers to Contractor Questions

12/9/2026---Proposals Due (3:00 PM Local Time)

12/21/2026---Anticipated Start of Construction Date (subject to change)

Note: All times listed above are the State of Delaware local time.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. 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. Delaware State University reserves the right to reject any or all bids and to waive any informalities therein. Delaware State University 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.

DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 Del.C. §6908(a)(6), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. §6962. Final publication of the identified regulations can be found at the following: 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS

2. BIDDER'S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9. LIQUIDATED DAMAGES

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

1.3 BOARD: The Delaware State University Board of Trustees

1.4 UNIVERSITY: The Delaware State University

1.5 AGENCY: The Delaware State University

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

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

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

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

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

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

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

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

1.14 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.15 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.16 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).

1.17 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.

1.18 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.19 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

1.20 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.

1.21 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

1.22 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.

1.23 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

1.24 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.

1.25 LIQUIDATED DAMAGES: An amount due and payable to the University by the Contractor for additional costs incurred by the University resulting from the Contractor's failure to complete within the Contract time.

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

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

2.2 By submitting a Bid, the Bidder represents that:

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

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

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

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

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

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations,

corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

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

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect’s decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter “No Change”. The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.’

4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer’s check, cashier’s check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

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

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

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

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed $45,000, and $500,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

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

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

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

4.6 SUBMISSION OF BIDS

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

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

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

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

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

4.7 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base

Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

A. The Bidder's financial, physical, personnel or other resources including Subcontracts;

B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

C. The Bidder's written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;

E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

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

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

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

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

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

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

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

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

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

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

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. 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.

5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

ARTICLE 9: LIQUIDATED DAMAGES

9.1 Schedule of Liquidated Damages:

Schedule of Liquidated Damages		
Awarded Contract Value		Daily Charge
For Greater Than	Up to and Including	Calendar Day
$0.00	$25,000.00	$290.00
$25,000.00	$50,000.00	$300.00
$50,000.00	$100,000.00	$400.00
$100,000.00	$500,000.00	$630.00
$500,000.00	$1,000,000.00	$820.00
$1,000,000.00	$2,000,000.00	$1,000.00
$2,000,000.00	$5,000,000.00	$1,060.00
$5,000,000.00	$10,000,000.00	$1,180.00
$10,000,000.00	$15,000,000.00	$1,870.00

$15,000,000.00	$20,000,000.00	$3,130.00
$20,000,000.00	Over	$4,360.00

9.2 For each calendar day or work day that work remains uncompleted after the Contract time has expired or beyond the completion date established by the Contract, the sum specified in paragraph 9.1 of this document, will be deducted from any money due the Contractor. This sum shall not be considered and treated as a penalty but as liquidated damages due the University by reason of inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor's failure to complete the work on time. Any adjustment of the Contract time for completion of the work granted by the University will be considered in the assessment of liquidated damages.

END OF SECTION 00 21 13

BID FORM

Project: PC-26-008 – Phase 1 Bid Pack B – Demolition & Site Preparation

Location: Delaware State University
Main Campus
1200 North DuPont Hwy
Dover, Delaware 19901

For Bids Due: 12/09/2026

To: Delaware State University
Facilities Building,
Office 105
1200 N. DuPont Highway
Dover, DE 19901-2277
Attn: Khalid Zerrad

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____(Written Out).

($_____) (Figures).

[This price includes all allowances as documented within the project manual.]

A. ALTERNATES (Note: *project is subject to prevailing wages*)

1. Alternates: Alternate prices conform to applicable project specification section. Refer to the drawing specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossing out the part that does not apply.
   a. **Alternate #1:** Net - ADD / DEDUCT
      - _____ (Figures).
      - _____ (Written Out).

b. **Alternate #2:** Net - ADD / DEDUCT

- _____ (Figures).
- _____ (Written Out).

c. **Alternate #3:** Net - ADD / DEDUCT

- _____ (Figures).
- _____ (Written Out).

B. UNIT PRICES

1. Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

		ADD	**DEDUCT**
UNIT PRICE No. 1:	(BRIEF DESCRIPTION)	$ _____	$ _____
UNIT PRICE No. 2:	(BRIEF DESCRIPTION)	$ _____	$ _____
UNIT PRICE No. 3:	(BRIEF DESCRIPTION)	$ _____	$ _____

C. WORK SCHEDULE

1. We understand that this contract is governed by liquidated damages and that submission of this bid is acceptance of the proposed contract completion date. Our proposed detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule. The project schedule is a required attachment of a complete bid and ***failure to submit a viable schedule will be a justifiable reason to deem the bid as incomplete***. Bid schedule shall be submitted in Gantt Chart format (Microsoft Project preferred) to be deemed as an adequate project schedule.
   a. Schedule should be detailed by trade and show manpower, or provide narrative explaining planned crews.
   b. Include milestones, phasing, critical path, etc.
   c. Document any weather contingency built into schedule.

2. 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.

3. Alternative Work Hours

   Work during “regular hours” at this site is being performed on a single shift, eight hours per day, 7:30 AM to 4:30 PM, and five days per week, Monday through Friday. To meet the schedule established on the basis of Item 1 above, our proposed work hours will be ____ hours per day, _____ AM to _____ PM, and _____ days per week, _____ through _____ the cost of which is reflected in our lump sum price. Our lump sum price also includes any mandatory off-hours work required per special conditions.

D. SITE SUPERINTENDANT

We propose to use _____ as our site superintendent. A resume of his/her qualifications is attached.

We understand that DSU reserves the right to interview him/her prior to contract award/prior to start of work and to reject him/her if not considered acceptable. If rejected, we will propose alternate personnel for the position who will be subject to the same review and acceptance procedure, at no increase in our lump sum proposal.

We also understand DSU reserves the right to reject our bid if we are unable to provide a site supervisor acceptable to DSU within thirty (30) calendar days after submission of this bid.

E. REMARKS

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

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

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

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

5. Our Bid Price(s) are firm based on contract award within thirty (30) calendar days of the date of submittal of this bid.

6. I/We understand that we will not be compensated at a later date for claimed additional costs based on any information received during the bid period, but which is not identified in our proposal and subsequently accepted in writing by DSU.

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Bid Security
Construction Schedule
Resume of Site Superintendent
(Others as Required by Project Manuals)

END OF SECTION 00 41 13

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

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax payer ID # or Delaware Business license #
General Demolition:			
Electrical:			
Plumbing:			
Site Work / Grading & Erosion Control:			

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 *(Project or Contract Number)* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____ NOTARY PUBLIC _____

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

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 is defined as "an apprenticeship program approved by and registered with any State apprenticeship agency or the United States Department of Labor." 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://det.delawareworks.com/apprenticeship/. Information pertaining to subcontractor craft training programs shall be provided by the contractor prior to contract execution. If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov.

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:

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

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

Craft(s) _____

Contractor Name: _____

Contractor Address: _____
_____
_____

Contractor/Subcontractor Program Registration Number _____
On this line also indicate whether DE, Other State (identify) or US Registration Number

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 SECTION

CONTRACTOR REGISTRATION ACT

On July 1, 2021, the Contractor Registration Act, as codified in 19 Del.C. §§ 3601 et seq, took effect. This law requires all contractors to register with the Delaware Department of Labor before performing construction services or maintenance. The Contractor Registration Act applies to all contractors that engage in construction and maintenance within the State of Delaware. Additionally, it requires contractors to have Delaware workers' compensation insurance where required, compliance with labor laws, and proof of a state business license. The Delaware Department of Labor's Office of Contractor Registration is responsible for enforcement of the requirements of the Contractor Registration Act. If you have any questions about the contractor registration process, please call 302-430-7739 or email Contract.Registry@delaware.gov. Registration at https://onestop.delaware.gov/.

DELAWARE'S CONTRACTOR REGISTRATION ACT IS EFFECTIVE JULY L 2021
https://labor.delaware.gov/divisions/industrial-affairs/labor-law/ contractor-registration-act/

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A101-2017.

END OF SECTION 00 52 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

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

ARTICLE 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."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

8.5 Delete paragraph 8.5 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 00 54 13

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ 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: Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

_____ By: _____ (SEAL)
Name: Name:
Title:

(Corporate Seal)

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

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

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER:
Owner
0000 4th Street
Las Vegas, Nv. 00000

PROJECT: New Office & Warehouse

APPLICATION NO: 4

PERIOD TO: 12/31/99

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ] GENERAL CONTRACTOR
- [ ]

FROM CONTRACTOR:
XYZ ELECTRIC
000 Las Vegas BLVD.
Las Vegas, Nv. 00000

VIA ARCHITECT:
Arhitects
000 Tropicana Blvd.
Las Vegas, Nv. 00000

PROJECT NOS: NV000

CONTRACT FOR: Elect. Systems

VIA GENERAL CONTRACTOR: Burke And Associates

CONTRACT DATE: 08/13/99

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 120,693.00
2. Net change by Change Orders		$ 832.16
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 121,525.16
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 53,064.30
5. RETAINAGE:		
a. ___ % of Completed Work (Column D + E on G703)	$ 5,069.73	
b. ___ % of Stored Material (Column F on G703)	$ 236.70	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 5,306.43
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 47,757.87
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 21,970.80
8. CURRENT PAYMENT DUE		$ 25,787.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	73,767.29

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	
Total approved this Month	$832.16	
TOTALS	$832.16	$0.00
NET CHANGES by Change Order	$832.16	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: XYZ ELECTRIC

By: _____ Date: 12/31/99
President

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SAMPLE

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

APPLICATION NO: 4
APPLICATION DATE: 12/31/99
PERIOD TO: 12/31/99
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Bid Depository Fee	$1,500.00	$1,500.00			$1,500.00	100.00%		$150.00
2	Equipment/Switch Gear (Materials Only)	$14,471.00	$9,607.00			$9,607.00	66.39%	$4,864.00	$960.70
3	Light Fixtures (Materials Only)	$22,087.00			$2,367.00	$2,367.00	10.72%	$19,720.00	$236.70
4	Fire Alarm - Rough	$7,748.00	$2,750.00	$312.00		$3,062.00	39.52%	$4,686.00	$306.20
5	Fire Alarm - Trim	$2,082.00						$2,082.00	$0.00
6	Office - Under Slab	$21,110.00	$10,555.00	$10,555.00		$21,110.00	100.00%		$2,111.00
7	Office - Rough	$15,395.00		$5,850.10		$5,850.10	38.00%	$9,544.90	$585.01
8	Office - Trim	$12,169.00						$12,169.00	$0.00
9	Warehouse - Under Slab	$7,634.00		$7,634.00		$7,634.00	100.00%		$763.40
10	Warehouse - Rough	$5,090.00		$1,934.20		$1,934.20	38.00%	$3,155.80	$193.42
11	Warehouse - Trim	$2,667.00						$2,667.00	$0.00
12	Site Underground	$8,740.00						$8,740.00	$0.00
13	Subcontract Change Order # 1 - Add Lighting	$832.16						$832.16	$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$121,525.16	$24,412.00	$26,285.30	$2,367.00	$53,064.30	43.67%	$68,460.86	$5,306.43

SAMPLE

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

GENERAL CONDITIONS

TO THE

CONTRACT

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 and is part of this project manual as if herein written in full.

END OF SECTION 00 72 13

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, the Owner's, Construction manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss or use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, their Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this paragraph 3.18 by an employee of the Contractor, their Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Construction Manager, Architect, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

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

Add the following Paragraph:

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

Delete Paragraph 1.5.1 in its entirety and replace with the following:

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

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

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

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

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

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

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

3.5 WARRANTY

Add the following Paragraphs:

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

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

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

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

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

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

Add the following Paragraph:

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

Add to Paragraph 4.2.13 "and in compliance with all local requirements." to the end of the sentence

ARTICLE 5: SUBCONTRACTORS

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

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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike “arbitration” and insert “remedies at law or in equity”.

Add the following Paragraph:

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

Delete Paragraph 8.3.3 in its entirety and replace with the following:

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

Add the following Paragraph:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

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

9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

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

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for 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.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraph 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.1 Strike "one" and insert "two".

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

Add the following Paragraph:

13.9 CLOUD-BASED PROJECT MANAGEMENT SYSTEM

13.9.1 The Contractor is responsible for communicating to the Owner and the Architect using the University’s Cloud-Based Project Management System for the duration of the contract. The Owner will administer the site and shall provide login credentials to the Contractor following contract award.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 Throughout the Paragraph strike “21” and insert “45”.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

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

15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or

Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

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

15.4 ARBITRATION

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

END OF SECTION 00 73 13

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the

proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.

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

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

   A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;

   B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

   C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

A. Is unqualified to perform the work required;

B. Has failed to execute a timely reasonable Subcontract;

C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or

D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

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

ARTICLE 7: CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

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

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

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

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the

Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

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

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

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

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

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

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

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

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this

contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	$500,000	for each person
	$1,000,000	for each occurrence
	$2,000,000	aggregate
Property Damage	$1,000,000	for each occurrence
	$2,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	$500,000	for each person
	$1,000,000	for each occurrence
	$2,000,000	aggregate
Property Damage	$500,000	for each occurrence
	$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

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

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

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those

authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

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

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

END OF SECTION 00 81 13

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).

EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____
_____
_____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

SECTION 000110
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

A. 000101 - Project Title Page
B. 000110 - Table of Contents
C. 000115 - List of Drawing Sheets

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

A. 011000 - Summary
B. 012000 - Price and Payment Procedures
C. 012100 - Allowances
D. 013000 - Administrative Requirements
E. 013553 - Security Procedures
F. 014000 - Quality Requirements
G. 014216 - Definitions
H. 015000 - Temporary Facilities and Controls
I. 015713 - Temporary Erosion and Sediment Control
J. 016000 - Product Requirements
K. 017000 - Execution and Closeout Requirements
L. 017800 - Closeout Submittals

2.02 DIVISION 02 -- EXISTING CONDITIONS

A. 024100 - Demolition
B. 024116 - Site Demolition

2.03 DIVISION 03 -- CONCRETE

A. 030100 - Concrete Forming And Accessories
B. 031000 - Concrete Forming and Accessories
C. 032000 - Concrete Reinforcing
D. 033000 - Cast-in-Place Concrete

2.04 DIVISION 31 -- EARTHWORK

A. 311000 - Site Clearing
B. 31 20 00 - Earth Moving
C. 312200 - Grading
D. 312316 - Excavation
E. 312323 - Fill

END OF SECTION

SECTION 000115
LIST OF DRAWING SHEETS

GENERAL

G-000	**COVER SHEET**
G-001	**GENERAL NOTES, ABBREVIATIONS & SYMBOLS**

CIVIL

C100	**COVER SHEET**
C101	**LEGEND**
C102	**EXISTING CONDITIONS AND DEMOLITION PLAN - ABOVE GROUND**
C103	**EXISTING CONDITIONS AND DEMOLITION - UNDERGROUND**
C104	**CONSTRUCTION PLAN**

SEDIMENT AND STORMWATER MANAGEMENT

SSM200	**COVER SHEET AND GENERAL NOTES**
SSM201	**LEGEND**
SSM202	**PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN**
SSM203	**CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN**
SSM204	**SEDIMENT TRAP DETAILS**
SSM205	**CONSTRUCTION SITE DETAILS AND NOTES**
SSM206	**CONSTRUCTION SITE DETAILS AND NOTES**
SSM207	**CONSTRUCTION SITE DETAILS AND NOTES**
SSM208	**CONSTRUCTION SITE DETAILS AND NOTES**
SSM209	**CONSTRUCTION SITE DETAILS AND NOTES**
SSM201	**CONSTRUCITON SITE DETAILS AND NOTES**

ARCHITECTURAL

AD100	**OVERALL SITE PLAN**
AD101	**OVERALL LOKCER ROOM BUILDING DEMOLITION PLANS**
AD102	**ENLARGED LOCKER ROOM BUILDING DEMOLITION FLOOR PLANS**
AD103	**DEMOLITION FOUNDATION PLAN & SECTIONS - LOCKER ROOM BUILDING**
AD104	**BLEACHERS DEMOLITION PLANS**
AD105	**RESTROOM BUILDING DEMOLITION PLANS**
AD201	**DEMOLITION EXTERIOR ELEVATIONS - LOCKER ROOM BUILDING**
AD202	**EXTERIOR DEMOLITION PHOTOS - LOCKER ROOM BUILDING**
AD203	**INTERIOR DEMOLITION PHOTOS - LOCKER ROOM BUILDING**
AD204	**DEMOLITION EXTERIOR ELEVATIONS - BLEACHERS & RESTROOMS**
AD205	**EXTERIOR DEMOLITION PHOTOS - BLEACHERS**
AD206	**EXTERIOR DEMOLITION PHOTOS - BLEACHERS**

MECHANICAL

M-000 MECHANICAL COVER SHEET
MD100 MECHANICAL DEMOLITION PLAN

PLUMBING
P-000 PLUMBING COVER SHEET
PD100 PLUMBING DEMOLITION PLAN

ELECTRICAL
E-000 ELECTRICAL COVER SHEET
ED101 ELECTRICAL DEMOLITION PLANS

END OF SECTION

SECTION 011000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Contract #PC-26-008B Delaware State University Alumni Stadium Phase 1, Bid Package B: Home Stands & Locker Room Demolition & Site Preparation..

B. Owner's Name: Delaware State University.

C. Architect's Name: StudioJAED Architects & Engineers.

D. The Project generally consists of the demolition and alteration of the following.
   1. Demolition of the building and associated built site elements.
   2. Relocation of several existing underground utilities.
   3. Site regrading and seeding.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract base on a Stipulated Price.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Scope of demolition and removal work is indicated on drawings and specified in Section 024100.

B. Scope of alterations work is indicated on drawings.

C. Owner will remove the following items before start of work:
   1. Laundry equipment_____.

D. Contractor is required to remove and store the following prior to start of work, for later reinstallation by Contractor:
   1. Items identified by the Owner.

1.04 SALVAGE

A. The following items shall be salvaged by the Contractor for future use by the Owner:
   1. Generator and Automatic Transfer Switch: Contractor shall salvage items as identified on the drawings, transport items to DEARNG facility on River Road, palletize and wrap the items and set items in location designated by the Owner.

1.05 FUTURE WORK

A. Project is designed for future construction of a new building and grandstands in the former location of locker room building and south grandstands..

1.06 OWNER OCCUPANCY

A. Owner intends to continue to occupy the running track during the demolition phase.

B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

C. Schedule the Work to accommodate Owner occupancy.

1.07 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to work areas shown on drawings..
   1. Locate and conduct construction activities in ways that will limit disturbance to site.

B. Arrange use of site and premises to allow:
   1. Work by Others.
   2. Use of site and premises by the public.

C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during demolition and construction period; provide temporary exit signs if exit routes are temporarily altered.

2. Do not obstruct roadways, sidewalks, or other public ways without permit.

D. Utility Outages and Shutdown:
   1. Prevent accidental disruption of utility services to other facilities.

1.08 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner and Contractor selected for the Phase 1 Bid Pack A contract.

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 Price 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 SCHEDULE OF VALUES

A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.

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. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization, bonds and insurance, and Project Closeout Documentation.

E. Include separately from each line item, a direct proportional amount of contractor's overhead and profit.

F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

A. Submit a printed application on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet

B. Payment Period: Submit at intervals stipulated in the Agreement.

C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

D. Forms filled out by hand will not be accepted.

E. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   3. Scheduled Values.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
   9. Balance to Finish.
   10. Retainage.

F. Execute certification by signature of authorized officer.

G. 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.

H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

I. Submit three copies of each Application for Payment.

J. Include the following with the application:
   1. Transmittal letter as specified for Submittals in Section 013000.
   2. Construction progress schedule, revised and current as specified in Section 013000.
   3. Current construction photographs specified in Section 013000.
   4. Partial release of liens from major Subcontractors and vendors.
   5. Project record documents as specified in Section 01 7800, for review by Owner which will be returned to the Contractor.
   6. Affidavits attesting to off-site stored products.

K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.04 MODIFICATION PROCEDURES

A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others.

B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to the contractor.

C. For other required changes, Architect 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 Price or Contract Time.
   2. Promptly execute the change.

D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications . Contractor shall prepare and submit a fixed price quotation within 5 days.

E. Contractor may propose a change by submitting a request for change to Architect, 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 Price 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.
   1. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
   2. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.
   3. For change ordered by Architect without a quotation from the contractor, the amount will be determined by Architect based on the contractor's substantiation of costs as specified for Time and Material work.

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 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. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, 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 Price.

J. 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.

K. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, 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 017000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012100
ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Contingency allowance.

1.02 RELATED REQUIREMENTS

A. Section 012000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

B. Funds will be drawn from the Contingency Allowance only by Change Order.

C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

A. Allowance #1 - Owner's Contingency Allowance: $75,000 (Seventy-Five Thousand Dollars).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 013000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preconstruction meeting.
B. Site mobilization meeting.
C. Progress meetings.
D. Construction progress schedule.
E. Progress photographs.
F. Coordination drawings.
G. Submittals for review, information, and project closeout.
H. Requests for Interpretation (RFI) procedures.

1.02 RELATED REQUIREMENTS

A. Section 016000 - Product Requirements: General product requirements.

SECTION 013553
SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Security measures including entry control.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: use of premises.

B. Section 015000 - Temporary Facilities and Controls: Temporary lighting, site fence, and barriers and enclosures.

1.03 SECURITY PROGRAM

A. Protect Work , existing premises and Owner's operations from theft, vandalism, and unauthorized entry.

B. Initiate program in coordination with Owner's existing security procedures at project mobilization.

C. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

1.04 ENTRY CONTROL

A. Restrict entrance of persons and vehicles into Project site and existing facilities.

B. Allow entrance only to authorized persons with proper identification.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 014000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. References and standards.

B. Control of installation.

C. Tolerances.

D. Testing and inspection services.

E. Mock-ups.

F. Manufacturers' field services.

1.02 REFERENCES AND STANDARDS

A. For products and 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. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.03 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Owner will employ and pay for services of an independent testing agency to perform specified testing.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

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 MOCK-UPS

A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.

B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.

C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

E. Accepted mock-ups shall be a comparison standard for the remaining Work.

F. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

A. See individual specification sections for testing required.

B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.

C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and operation as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 014216
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

A. This section supplements the definitions contained in the General Conditions.

B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

A. Furnish: To supply, deliver, unload, and inspect for damage.

B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.

C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.

E. Provide: To furnish and install.

F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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.
      a. Mechanical, hand-separation, or a combination of both procedures, are used to recover
      b. recyclable materials.

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. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

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

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

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 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.

END OF SECTION

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 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

B. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.

C. Individual Product Sections: Specific requirements for operation and maintenance data.

D. 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

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

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. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

3.02 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.

3.03 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. 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.

3.04 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. 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.

D. 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.

E. Provide servicing and lubrication schedule, and list of lubricants required.

F. Include manufacturer's printed operation and maintenance instructions.

G. Include sequence of operation by controls manufacturer.

H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

I. Additional Requirements: As specified in individual product specification sections.

3.05 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. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. 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.

G. 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.

H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Operation and Maintenance Data: Arranged by system, then by product category.
      a. Source data.
      b. Operation and maintenance data.
      c. Field quality control data.
      d. Photocopies of warranties and bonds.

3.06 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 the 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. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.

F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 017900
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.

B. Training of Owner personnel in operation and maintenance is required for:
   1. HVAC systems and equipment.
   2. Plumbing equipment.
   3. Electrical systems and equipment.

1.02 RELATED REQUIREMENTS

A. Section 017800 - Closeout Submittals: Operation and maintenance manuals.

B. Other Specification Sections: Additional requirements for demonstration and training.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures; except:
   1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
   2. Submit one copy to the Commissioning Authority, not to be returned.
   3. Make commissioning submittals on time schedule specified by Commissioning Authority.
   4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.

B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
   1. Submit to Architect for transmittal to Owner.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
   1. Include applicable portion of O&M manuals.
   2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
   3. Provide 2 copies of each training manual to be included with operation and maintenance data.

D. Training Reports:
   1. Identification of each training session, date, time, and duration.
   2. Sign-in sheet showing names and job titles of attendees.
   3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
   4. Include Commissioning Authority's formal acceptance of training session.

1.04 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
   1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
   2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

A. Demonstration may be combined with Owner personnel training if applicable.

B. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.
   2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

C. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

A. Conduct training on-site unless otherwise indicated.

B. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.

C. Provide training in minimum two hour segments.

D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.

E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
   1. The location of the O&M manuals and procedures for use and preservation; backup copies.
   2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
   3. Typical uses of the O&M manuals.

F. Product- and System-Specific Training:
   1. Review the applicable O&M manuals.
   2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
   3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
   4. Provide hands-on training on all operational modes possible and preventive maintenance.
   5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
   6. Discuss common troubleshooting problems and solutions.
   7. Discuss any peculiarities of equipment installation or operation.
   8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
   9. Review recommended tools and spare parts inventory suggestions of manufacturers.
   10. Review spare parts and tools required to be furnished by Contractor.
   11. Review spare parts suppliers and sources and procurement procedures.

G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION

SECTION 024100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Building demolition .

B. Selective demolition of built site elements.

C. Abandonment and removal of existing utilities and utility structures.

D. Legal disposal of demolished items.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: Limitations on Contractor's use of site and premises.

B. Section 011000 - Summary: Description of items to be salvaged or removed for re-use by Owner..

C. Section 015000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.

D. Section 015713 - Temporary Erosion and Sediment Control.

E. Section 016000 - Product Requirements: Handling and storage of items removed for salvage and relocation.

F. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

G. Section 017419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2027.

1.04 SUBMITTALS

A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.

B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 PROJECT CONDITIONS

A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

A. As indicated on Drawings and herein specified.
   1. Remove the entire building designated as the existing South Stands and Locker Room building.
   2. Remove associated site improvements as shown on the drawings.
   3. Remove foundation walls and footings in their entirety.
   4. Remove concrete slabs on grade as indicated on drawings.
   5. Remove other items indicated, for salvage and relocation.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with other requirements specified in Section 01 70 00 Execution and Closeout Requirements.

B. Comply with applicable codes and regulations for demolition operations and safety of the public.
   1. Obtain required permits.
   2. Comply with applicable requirements of NFPA 241.
   3. Use of explosives is not permitted.
   4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   5. Provide, erect, and maintain temporary dust proof partitions/wall assembly barriers and security devices.
   6. Use adequate physical barriers and wall assemblies to prevent access to areas that could be hazardous to workers or the public.
   7. Conduct operations to minimize effects on and interference with adjacent construction and occupants.
   8. Do not close or obstruct means of egress corridors, roadways or sidewalks without permit.
   9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.

C. Do not begin removal until receipt of notification to proceed from Owner.

D. Do not begin removal until built elements to be salvaged or relocated have been removed.

E. Protect existing structures and other elements that are not to be removed.
   1. Prevent movement or settlement of adjacent structures.
   2. Stop work immediately if adjacent structures appear to be in danger.

F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

G. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

H. Perform demolition in a manner that maximizes salvage and recycling of materials.
   1. Comply with requirements of Section 017419 - Waste Management.
   2. Dismantle existing construction and separate materials.
   3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 EXISTING UTILITIES

A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Do not close, shut off, or disrupt existing life safety systems that are in use without permission from the Owner.

E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without permission from the Owner.

F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary. Call "Miss Utility" (1-800-257-7777) at least 48 hours prior to starting work.

G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 EXISTING SUBSURFACE CONDITIONS

A. Verify existing pavement material and respective thicknesses during pre-bid inspection. Obtain written authorization from the Owner before conducting test hole explorations of existing pavements within the project site. Conditions existing during prebid inspections will not be altered or modified.

3.05 EXISTING PAVEMENTS

A. Demolish existing pavements to limits indicated. Neatly cut existing bituminous concrete pavement to straight, smooth and sharp edges perpendicular to pavement surface

3.06 EXISTING WALKS

A. Demolish existing walks to the nearest joint to limits indicated on the contract documents.

3.07 EXISTING CURBING

A. Demolish existing curbing to the nearest joint to limits indicated on the contract documents.

3.08 MISCELLANEOUS

A. Demolish additional miscellaneous existing site improvements indicated, specified and required to construct project.

3.09 EXISTING UNDERGROUND UTILITY DEMOLITION

A. Excavate and expose existing underground utilities and related structures designated for, or as required to implement, removals.

B. Excavating, Filling and Grading. Remove existing utility structure castings. Backfill excavations, upon completion of utility demolition operations.

3.10 EXISTING SITE IMPROVEMENTS DEMOLITION

A. Existing Subsurface Conditions: Verify existing pavement materials and respective thicknesses during pre-bid inspection. Obtain written authorization from the Owner before conducting test hole explorations of existing pavements within the project site. Conditions existing during prebid inspections will not be altered or modified.

B. Existing Pavements: Demolish existing pavements to limits indicated. Neatly cut existing bituminous concrete pavement to straight, smooth and sharp edges perpendicular to pavement surface.

C. Existing Walks: Demolish existing walks to the nearest joint to limits indicated on the contract documents.

D. Existing Curbing: Demolish existing curbing to the nearest joint to limits indicated on the contract documents.

E. Miscellaneous: Demolish additional miscellaneous existing site improvements indicated, specified and required to construct project.

3.11 REMOVE DEBRIS, AND TRASH FROM SITE.

A. Remove from site all materials not to be reused on site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

D. See Section 01 78 39 Construction Waste Management and Disposal.

END OF SECTION

SECTION 024116
SITE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. The Work of this Section Includes:
   1. Demolition and removal of buildings or structures.
   2. Demolition and removal of site improvements.
   3. Abandoning in-place below-grade construction.
   4. Removing below-grade construction.
   5. Disconnecting, capping or sealing, and abandoning in-place site utilities.
   6. Disconnecting, capping or sealing, and removing site utilities.
   7. Salvaging items for reuse by Owner.

B. Related Requirements:
   1. Section 011000 "Summary" for use of the premises and phasing requirements.
   2. Section 013200 "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
   3. Section 024119 "Selective Demolition" for partial demolition of buildings, structures, and site improvements.
   4. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade site improvements that are not part of building demolition.

1.02 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner as indicated. Include fasteners or brackets needed for reattachment elsewhere.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2027.

1.04 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

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

1.05 COORDINATION

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

1.06 FIELD CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.

B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
   1. Provide owner a minimum 72 hour’s notice of activities that will affect operations of adjacent occupied buildings.
   2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
      a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from owner.

C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Hazardous Materials:
   1. It is not expected that hazardous materials will be encountered in the Work.
      a. Known hazardous materials will be removed by Owner before start of the Work.

E. On-site sale of removed items or materials is not permitted.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

2.02 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Section 312000 "Earth Moving."

PART 3 EXECUTION

3.01 EXAMINATION

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

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

3.02 PREPARATION

A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
   1. Strengthen or add new supports when required during progress of demolition.

C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
   1. Protect adjacent buildings and facilities from damage due to demolition activities.
   2. Protect existing site improvements, appurtenances, and landscaping to remain.
   3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
   4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

D. Existing Utilities to Remain: Maintain utility services to remain and protect against damage during demolition operations.
   1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
   2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
      a. Provide owner a minimum of 72 hours' notice to occupants of affected buildings if shutdown of utility service is required during changeover.

E. Existing Utilities to Be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
   1. Owner will arrange to shut off private utilities when requested by Contractor.
   2. Arrange to shut off public utilities with utility companies.

3. If disconnection of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
4. Cut off pipe or conduit a minimum of 36 inches (914.4 mm) below grade at or outside the building or structure to be demolished and cap, valve, or plug and seal remaining portion of pipe or conduit in accordance with requirements of authorities having jurisdiction.
5. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing by authorities having jurisdiction.

F. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment in accordance with 40 CFR 82 and regulations of authorities having jurisdiction.

3.03 SALVAGE

A. Items to be removed and salvaged are indicated on Drawings.

B. Comply with the following for salvaged items:
1. Clean salvaged items of dirt and demolition debris.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to storage area designated by Owner.
5. Protect items from damage during transport and storage.

3.04 DEMOLITION, GENERAL

A. General: Demolish indicated site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Maintain fire watch during and for at least 8 hours after flame-cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

C. Explosives: Use of explosives is not permitted.

3.05 DEMOLITION BY MECHANICAL MEANS

A. Existing Utilities:
1. Abandon existing utilities and below-grade utility structures as shown on plans. Cut utilities flush with grade.
2. Demolish existing utilities and below-grade utility structures as shown on plans.
a. Fill abandoned utility structures with satisfactory soil materials in accordance with backfill requirements in Section 312000 "Earth Moving."

3.06 SITE RESTORATION

A. Below-Grade Areas:
1. Rough grade below-grade areas ready for further excavation or new construction.

2. Completely fill below-grade areas and voids resulting from demolition operations with satisfactory soil materials in accordance with backfill requirements in Section 312000 "Earth Moving."

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.07 REPAIRS

A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.08 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Do not burn demolished materials.

3.09 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
   1. Clean roadways of debris caused by debris transport.

END OF SECTION

SECTION 031000
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Form-facing materials.
   2. Waterstops.

B. Related Requirements:
   1. Section 321313 "Concrete Paving" for formwork related to concrete pavement and walks.

1.02 DEFINITIONS

A. Form-Facing Material: The temporary form materials that come in direct contact with the concrete as part of the formwork components in supporting the concrete while the concrete is setting and gaining sufficient strength to be self-supporting. The most common materials are steel, aluminum, and wood.

B. Form Lining: Materials used to line the concreting face of formwork to impart a smooth or patterned finish to the concrete surface, to absorb moisture from the concrete, or to apply a set-retarding chemical to the formed surface of the concrete.

C. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

1.03 REFERENCE STANDARDS

A. AISC 303 - Code of Standard Practice for Structural Steel Buildings and Bridges; 2022, with Errata (2026).

B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2026a.

C. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2026.

D. PS 1 - Structural Plywood; 2022.

1.04 ACTION SUBMITTALS

A. Shop Drawings: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.
   1. Indicate dimension and locations of construction and movement joints required in accordance with ACI 301.
   2. Indicate location of waterstops.
   3. Indicate proposed schedule and sequence of stripping of forms, shoring removal, and reshoring installation and removal.
   4. Indicate layout of insulating concrete forms, dimensions, course heights, form types, and details.

1.05 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

B. Qualification Statements: For testing and inspection agency.

1.06 QUALITY ASSURANCE

A. Testing and Inspection Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1.07 PERFORMANCE REQUIREMENTS

A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
   1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
   2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

1.08 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:
   1. Provide continuous, true, and smooth concrete surfaces.
   2. Furnish in largest practicable sizes to minimize number of joints.
   3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-in-Place Concrete, and as follows:
      a. Plywood, metal, or other approved panel materials.
      b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
         1) APA HDO (high-density overlay).
         2) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.
         3) APA Structural 1 Plyform, B-B or better; mill oiled and edge sealed.
         4) APA Plyform Class I, B-B or better; mill oiled and edge sealed.

B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
   1. Provide lumber dressed on at least two edges and one side for tight fit.

C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class.
   1. Provide forms with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation, with tapered end forms.

E. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

1.09 RELATED MATERIALS

A. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19.05 mm), minimum.

B. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
   1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
   2. Form release agent for form liners to be acceptable to form liner manufacturer.

C. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
   1. Furnish units that leave no corrodible metal closer than 2 inch (50.8 mm) to the plane of exposed concrete surface.
   2. Furnish ties that, when removed, leave holes no larger than 1 inch (25.4 mm) in diameter in concrete surface.

3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

D. Sealant: One-part moisture cure silicone sealant used with form liners.

PART 2 EXECUTION

2.01 INSTALLATION OF FORMWORK

A. Comply with ACI 301.

B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the Surface Finish designations specified in Section 033000 "Cast-in-Place Concrete" for as-cast finishes .

C. Limit concrete surface irregularities as follows:
1. Hidden or buried concrete-1.0: ACI 117 Class D, 1 inch (25.4 mm).
2. Surface Finish-2.0: ACI 117 Class B, 1/4 inch (6.35 mm).
3. Visible concrete, unless otherwise noted-3.0: ACI 117 Class A, 1/8 inch (3.18 mm).

D. Construct forms tight enough to prevent loss of concrete mortar.
1. Minimize joints.
2. Exposed Concrete: Symmetrically align joints in forms.

E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
3. Install keyways, reglets, recesses, and other accessories, for easy removal.

F. Do not use rust-stained, steel, form-facing material.

G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
1. Provide and secure units to support screed strips
2. Use strike-off templates or compacting-type screeds.

H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
2. Locate temporary openings in forms at inconspicuous locations.

I. Chamfer exterior corners and edges of permanently exposed concrete.

J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches (304.8 mm).

K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
1. Determine sizes and locations from trades providing such items.
2. Obtain written approval of Engineer prior to forming openings not indicated on Drawings.

L. Construction and Movement Joints:
1. Construct joints true to line with faces perpendicular to surface plane of concrete.
2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
3. Place joints perpendicular to main reinforcement.

M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.
1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.

2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.

N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

P. Coat contact surfaces of forms with form-release agent, in accordance with manufacturer's written instructions, before placing reinforcement.

2.02 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
3. Clean embedded items immediately prior to concrete placement.

2.03 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Inspections:
1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION

SECTION 032000
CONCRETE REINFORCING

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. ASTM A775/A775M - Standard Specification for Epoxy-Coated Steel Reinforcing Bars; 2022.

B. ASTM A780/A780M - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings; 2020.

C. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2026a.

D. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Steel Reinforcing Bars; 2021.

E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2026.

F. AWS D1.4/D1.4M - Structural Welding Code - Steel Reinforcing Bars; 2018, with Amendment (2020).

1.02 SUMMARY

A. Section Includes:
   1. Steel reinforcement bars.
   2. Welded-wire reinforcement.

B. Related Requirements:
   1. Section 321313 "Concrete Paving" for reinforcing related to concrete pavement and walks.

1.03 ACTION SUBMITTALS

A. Shop Drawings: Comply with ACI SP-066:
   1. Include placing drawings that detail fabrication, bending, and placement.
   2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.

B. Construction Joint Layout: Indicate proposed construction joints required to build the structure.
   1. Location of construction joints is subject to approval of Architect.

1.04 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:
   1. Epoxy-Coated Reinforcement: CRSI's "Epoxy Coating Plant Certification."
   2. Dual-Coated Reinforcement: CRSI's "Epoxy Coating Plant Certification."

B. Field quality-control reports.

1.05 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

PART 2 PRODUCTS

2.01 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
   1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
b. For epoxy-coated reinforcement, use CRSI Class 1A epoxy-coated or other dielectric-polymer-coated wire bar supports.
c. For dual-coated reinforcement, use CRSI Class 1A epoxy-coated or other dielectric-polymer-coated wire bar supports.
d. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.
e. For stainless steel reinforcement, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.

B. Stainless Steel Tie Wire: ASTM A1022/A1022M, not less than 0.192 inch (4.88 mm) in diameter.

C. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A775/A775M.

D. Zinc Repair Material: ASTM A780/A780M.

PART 3 EXECUTION

3.01 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.
1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch (25.4 mm), not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Splices:
1. Bars indicated to be continuous, and all vertical bars to be lapped not less than 36 bar diameters at splices, or 24 inches (609.6 mm), whichever is greater.
2. Stagger splices in accordance with ACI 318.
3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.
4. Weld reinforcing bars in accordance with AWS D1.4/D1.4M, where indicated on Drawings.

G. Install welded-wire reinforcement in longest practicable lengths.
1. Support welded-wire reinforcement in accordance with CRSI "Manual of Standard Practice."
a. For reinforcement less than W4.0 or D4.0, continuous support spacing to not exceed 12 inches (304.8 mm).
2. Lap edges and ends of adjoining sheets at least one wire spacing plus 2 inches (50.8 mm) for plain wire and 8 inches (203.2 mm) for deformed wire.
3. Offset laps of adjoining sheet widths to prevent continuous laps in either direction.
4. Lace overlaps with wire.

H. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating in accordance with ASTM D3963/D3963M.

I. Dual-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating in accordance with ASTM D3963/D3963M.

J. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material in accordance with ASTM A780/A780M.

3.02 INSTALLATION TOLERANCES

A. Comply with ACI 117.

3.03 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

B. Inspections:
   1. Steel-reinforcement placement.
   2. Steel-reinforcement mechanical splice couplers.
   3. Steel-reinforcement welding.

END OF SECTION

SECTION 033000
IN-PLACE CONCRETE

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2026b.

B. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2024a.

C. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2026.

D. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2026c.

E. ASTM C143/C143M - Standard Test Method for Slump of Concrete; 2026b.

F. ASTM C150/C150M - Standard Specification for Portland Cement; 2024.

G. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete; 2020.

H. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2025.

I. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2026.

J. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2024.

K. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete; 2023.

L. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2024.

M. ASTM C595/C595M - Standard Specification for Blended Hydraulic Cements; 2025.

N. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2026.

O. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020a.

P. ASTM C989/C989M - Standard Specification for Slag Cement for Use in Concrete and Mortars; 2026.

Q. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2024.

R. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2026a.

S. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures; 2020.

T. ASTM C1260 - Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method); 2023.

U. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2022.

V. ASTM D1752 - Standard Specification for Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction; 2018 (Reapproved 2023).

W. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).

X. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2026.

1.02 SUMMARY

A. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
3. Section 312000 "Earth Moving" for drainage fill under slabs-on-ground.
4. Section 321313 "Concrete Paving" for concrete pavement and walks.

1.03 ACTION SUBMITTALS

A. Product Data:
   1. Plant certification that mix is Department of Transportation certified mix meeting requirements stated on the plan.

B. Design Mixtures: For each concrete mixture, include the following:
   1. Mixture identification.
   2. Compressive strength at 28 days or other age as specified.
   3. Compressive strength required at stages of construction.
   4. Durability exposure classes for Exposure Categories F, S, W, and C.
   5. Maximum w/cm ratio.
   6. Calculated equilibrium and fresh density for lightweight concrete.
   7. Slump or slump flow limit.
   8. Air content.
   9. Nominal maximum aggregate size.
   10. Steel-fiber reinforcement content.
   11. Synthetic microfiber content.
   12. Synthetic macrofiber content.
   13. Intended placement method.
   14. Submit adjustments to design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant changes.

C. Shop Drawings:
   1. Construction Joint Layout: Indicate proposed construction joints required to construct the dumpster pad.
      a. Location of construction joints is subject to approval of the Engineer.

D. Samples: For manufacturer's standard colors for color pigment.

1.04 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:
   1. Installer: Include copies of applicable ACI certificates.
   2. Testing Agency: Include documentation indicating compliance with ASTM E329 or ASTM C1077 and copies of applicable ACI certificates for testing technicians or ACI Concrete Construction Special Inspector - MH, ASCC.

B. Material Certificates: For each of the following:
   1. Cementitious materials.
   2. Admixtures.
   3. Fiber reinforcement.
   4. Curing compounds.
   5. Floor and slab treatments.
   6. Bonding agents.
   7. Adhesives.
   8. Vapor retarders.
   9. Semirigid joint filler.
   10. Joint-filler strips.
   11. Repair materials.

C. Material Test Reports: For the following:

1. Portland cement.
2. Blended hydraulic cement.
3. Performance-based hydraulic cement.
4. Fly ash.
5. Slag cement.
6. Silica fume.
7. Natural or other pozzolans.
8. Aggregates.
9. Ground calcium carbonate and aggregate mineral filler.
10. Admixtures.

D. Field quality-control reports.

1.05 QUALITY ASSURANCE

A. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing that performs duties on behalf of the Architect/Engineer.
   1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Level 1. Testing agency laboratory supervisor tests to be an ACI-certified Concrete Laboratory Testing Technician, Level 2.

B. Field Quality-Control Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
   1. Personnel conducting field tests on plastic concrete properties are to be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with policies from ACI CPP 610.1 or an equivalent certification program.

1.06 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306 as follows:
   1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   2. When air temperature has fallen to, or is expected to fall below 40 deg F during the protection period, maintain delivered concrete mixture temperature within the temperature range required by ACI 306.
   3. Do not use frozen materials or materials containing ice or snow.
   4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.

B. Hot-Weather Placement: Comply with ACI 305 and ACI 305R, and as follows:
   1. Maintain concrete temperature at time of discharge to not exceed 90 deg F.
   2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

A. Source Limitations:
   1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
   2. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:
   1. Portland Cement: ASTM C150/C150M, Type I, white.
   2. Blended Hydraulic Cement: ASTM C595/C595M, Type IL, portland-limestone cement.
   3. Performance-Based Hydraulic Cement: ASTM C1157/C1157M: Type GU, general use.
   4. Pozzolans: ASTM C618, Class C.
   5. Slag Cement: ASTM C989/C989M, Grade 100.

6. Ground Glass Pozzolan: ASTM C1866/C1866M, Type GE.
7. Silica Fume: ASTM C1240.

C. Normal-Weight Aggregates:
1. Coarse Aggregate: ASTM C33/C33M, Class 3S.
2. Maximum Coarse-Aggregate Size: No. 57 nominal.
3. Fine Aggregate: ASTM C33/C33M.
4. Recycled Aggregate: Provide documentation of characteristics of recycled aggregate and mechanical properties and durability of proposed concrete, which incorporates recycled aggregate to conform to appliable requirements for the class of concrete.
5. Alkali-Silica Reaction: Comply with one of the following for each aggregate used:
a. Expansion Result of Aggregate: Not more than 0.04 percent at one year when tested in accordance with ASTM C1293.
b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567. Do not use this option with fly ash with an alkali content greater than 4.0 percent. Submit supporting data for each aggregate showing expansion in excess of 0.10 percent when tested in accordance with ASTM C1260.
c. Alkali Content in Concrete: Not to exceed 4 lb./cu. yd. for aggregate with expansion greater than or equal to 0.04 percent and less than 0.12 percent or 3 lb./cu. yd. for aggregate with expansion greater than or equal to 0.12 percent and less than 0.24 percent. Test aggregate reactivity in accordance with ASTM C1293. Calculate alkali content of concrete in accordance with ACI 301. Do not use this option with natural pozzolan or fly ash that has a calcium oxide content greater than 18 percent or an alkali content greater than 4.0 percent; or for an aggregate with expansion at one year greater than or equal to 0.24 percent when tested in accordance with ASTM C1293.

D. Lightweight Aggregate: ASTM C330/C330M, 3/4-inch nominal maximum aggregate size.
1. Limit lightweight aggregate for internal curing to prewetted lightweight fine aggregate in accordance with ASTM C1761/C1761M.

E. Ground Calcium Carbonate or Aggregate Mineral Filler: ASTM C1797. Unless otherwise permitted, do not use mineral filler derived from carbonate sources in concrete for members assigned to Exposure Class S1, S2, or S3.

2.02 ADMIXTURES

A. Air-Entraining Admixture: ASTM C260/C260M.

B. Chemical Admixtures: Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.
1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Admixtures with special properties, with documentation of claimed performance enhancement, ASTM C494/C494M, Type S.

C. Mixing Water for Concrete Mixtures and Water Used to Make Ice: ASTM C1602/C1602M. Include documentation of compliance with limits for alkalis, sulfates, chlorides, or solids content of mixing water from Table 2 inch (50.8 mm) ASTM C1602/C1602M.

2.03 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
1. Color:

a. Ambient Temperature Below 50 degrees Fahrenheit (10 degrees Celsius): Black.
b. Ambient Temperature between 50 and 85 degrees Fahrenheit (29.44 degrees Celsius): Any color.
c. Ambient Temperature Above 85 degrees Fahrenheit (29.44 degrees Celsius): White.

C. Water: Potable water that does not cause staining of the surface.

2.04 ACCESSORIES

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1752, cork or self-expanding cork.

B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 inch (2032 mm) accordance with ASTM D2240.

C. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C881/C881M, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:
1. Types I and II, nonload bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.05 CONCRETE MIXTURE MATERIALS

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland or hydraulic cement in concrete assigned to Exposure Class F3 as follows:
1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.
3. Silica Fume: 10 percent by mass.
4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
1. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
2. Use permeability-reducing admixture in concrete mixtures where indicated.

PART 3 EXECUTION

3.01 TOLERANCES

A. Comply with ACI 117.

3.02 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.03 INSTALLATION OF CAST-IN-PLACE CONCRETE

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items is complete and that required inspections are completed.

B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Water addition in transit or at the Project site must be in accordance with ASTM C94/C94M and must not exceed the permitted amount indicated on the concrete delivery ticket.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
   1. If a section cannot be placed continuously, provide construction joints as indicated.
   2. Deposit concrete to avoid segregation.
   3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
   4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
      a. Do not use vibrators to transport concrete inside forms.
      b. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
   1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
   2. Screed slab surfaces with a straightedge and strike off to correct elevations.
   3. Level concrete, cut high areas, and fill low areas.
   4. Slope surfaces uniformly to drains as required.
   5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
   6. Do not further disturb slab surfaces before starting finishing operations.

3.04 INSTALLATION OF JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
   1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Engineer.
   2. Place joints perpendicular to main reinforcement.
      a. Continue reinforcement across construction joints unless otherwise indicated.
   3. Locate horizontal joints in slabs.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
   1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/4 inch (6.35 mm). Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
   2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/4-inch wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at bollards and other locations, as indicated.
   1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
   2. Terminate full-width joint-filler strips not less than 1/2 inch (12.7 mm) or more than 1 inch (25.4 mm) below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
   3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints:

1. Install dowel bars and support assemblies at joints.
2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

F. Dowel Plates: Install dowel plates at joints.

3.05 APPLICATION OF FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:
   1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
      a. Patch voids larger than 1-1/2 inch (12.7 mm)es wide or 1/2 inch deep.
      b. Remove projections larger than 1 inch (25.4 mm).
      c. Tie holes do not require patching.
      d. Surface Tolerance: ACI 117, Class D.
      e. Apply to concrete surfaces for metal lap pan deck formed surfaces and those surfaces that are buried or covered with subsequent installed surfaces.
   2. ACI 301 (ACI 301M) Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
      a. Patch voids larger than 3/4 inch (19.05 mm) wide or 1/2 inch (12.7 mm) deep.
      b. Remove projections larger than 1/4 inch (6.35 mm).
      c. Patch tie holes.
      d. Surface Tolerance: ACI 117, Class B.
      e. Locations: Apply to concrete surfaces exposed to public view,.
   3. ACI 301 (ACI 301M) Surface Finish SF-3.0:
      a. Patch voids larger than 3/4 inch (19.05 mm) wide or 1/2 inch (12.7 mm) deep.
      b. Remove projections larger than 1/8 inch (3.18 mm).
      c. Patch tie holes.
      d. Surface Tolerance: ACI 117 Class A.
      e. Locations: Apply to concrete surfaces exposed to public view,.

B. Rubbed Finish: Apply the following to as-cast surface finishes where indicated on Drawings:
   1. Smooth-Rubbed Finish:
      a. Perform no later than one day after form removal.
      b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
      c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.
      d. Maintain required patterns or variances as shown on Drawings or to match design reference sample.

3.06 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling in:
   1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
   2. Mix, place, and cure concrete, as specified, to match color and texture with in-place construction exposed to view.
   3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.07 APPLICATION OF CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
   1. Comply with ACI 301 and ACI 306 for cold weather protection during curing.

2. Comply with ACI 301 and ACI 305 and 305R for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305R, before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:
1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period as follows:
   a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
   b. Continuous Sprinkling: Maintain concrete surface continuously wet.
   c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
   d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
   e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
      1) Recoat areas subject to heavy rainfall within three hours after initial application.
      2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:
1. Begin curing after finishing concrete.

3.08 INSTALLATION OF JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.
1. Defer joint filling until concrete has aged at least 30 days.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.

D. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.09 INSTALLATION OF CONCRETE SURFACE REPAIRS

A. Defective Concrete:
1. Repair and patch defective areas when approved by Engineer.
2. Remove and replace concrete that cannot be repaired and patched to meet specification requirements.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks in excess of 0.01 inch (0.25 mm) spalls, air bubbles exceeding surface finish limits, honeycombs, rock pockets, fins and other projections on the surface exceeding surface finish limits, and stains and other discolorations that cannot be removed by cleaning.
1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (12.7 mm) in any dimension to solid concrete.
   a. Limit cut depth to 3/4 inch (19.05 mm).
   b. Make edges of cuts perpendicular to concrete surface.
   c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
   d. Fill and compact with patching mortar before bonding agent has dried.
   e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.
    a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
    b. Compact mortar in place and match surrounding surface.
3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance, as determined by Engineer.

D. Repairing Unformed Surfaces:
1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
    a. Correct low and high areas.
    b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by adding patching mortar.
    a. Finish repaired areas to blend into adjacent concrete.
5. Correct other low areas scheduled to remain exposed with repair topping.
    a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6.35 mm) to match adjacent floor elevations.
    b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch (25.4 mm) or less in diameter, by cutting out and replacing with fresh concrete.
    a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
    b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
    c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
    d. Place, compact, and finish to blend with adjacent finished concrete.
    e. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch (25.4 mm) or less in diameter with patching mortar.
    a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
    b. Dampen cleaned concrete surfaces and apply bonding agent.
    c. Place patching mortar before bonding agent has dried.
    d. Compact patching mortar and finish to match adjacent concrete.
    e. Keep patched area continuously moist for at least 72 hours.

E. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.10 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency to be responsible for providing curing facility for initial curing of strength test specimens on-site and verifying that test specimens are cured in accordance with standard curing requirements in ASTM C31/C31M.
2. Testing agency to immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
3. Testing agency to report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
    a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
        1) Project name.
        2) Name of testing agency.
        3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
        4) Name of concrete manufacturer.
        5) Date and time of inspection, sampling, and field testing.
        6) Date and time of concrete placement.
        7) Location in Work of concrete represented by samples.
        8) Date and time sample was obtained.
        9) Truck and batch ticket numbers.
        10) Design compressive strength at 28 days.
        11) Concrete mixture designation, proportions, and materials.
        12) Field test results of fresh concrete, including slump or slump flow, air content, temperature and density.
        13) Information on storage and curing of samples at the Project site, including curing method and maximum and minimum temperatures during initial curing period.
        14) Type of fracture and compressive break strengths at seven days and 28 days.
4. Provide a space and source of power or other resources for curing and access to test specimens by the testing agency.

C. Delivery Tickets: comply with ASTM C94/C94M.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C172/C172M to be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 150 cu. yd. or fraction thereof.
    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing is to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C143/C143M:
    a. One test at point of delivery for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    b. Perform additional tests as needed.
3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete; ASTM C173/C173M volumetric method, for structural lightweight concrete.
    a. One test for each composite sample when strength test specimens are cast, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C1064/C1064M:
    a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample when strength test specimens are cast.
5. Compression Test Specimens: ASTM C31/C31M:
    a. Cast and standard cure two sets of two 6 inches (152.4 mm) by 12-inches or 4-inch by 8-inch cylindrical specimens for each composite sample.

b. Cast, and field cure two sets of two standard cylindrical specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C39/C39M.
   a. Test one set of two standard cured specimens at seven days and one set of two specimens at 28 other age days.
   b. Test one set of two field-cured specimens at seven days and one set of two specimens at 28 days.
   c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests of standard cured cylinders equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3447.38 kPa) if specified compressive strength is 5000 psi (34473.80 kPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
9. Additional Tests:
   a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
   b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.
      1) Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.7.6.3.
10. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
11. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION

SECTION 311000
SITE CLEARING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Protecting existing vegetation to remain.
   2. Removing existing vegetation.
   3. Clearing and grubbing.
   4. Stripping and stockpiling topsoil.
   5. Stripping and stockpiling rock.
   6. Removing above- and below-grade site improvements.
   7. Disconnecting, capping or sealing, and removing site utilities abandoning site utilities in place.

1.02 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.03 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
   1. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.

B. Topsoil stripping and stockpiling program.

C. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

D. Burning: No burning will be permitted.

1.04 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner.
   2. Provide alternate routes around closed or obstructed trafficways if required by Owner.

B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

C. Utility Locator Service: Notify utility locator service Miss Utility for area where Project is located before site clearing.

D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

E. Tree- and Plant-Protection Zones: Protect according to requirements in DNREC Standard and Specifications for Sensitive Area Protection 3.7.2.

F. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 PRODUCTS

2.01 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
   1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 EXECUTION

3.01 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in DNREC Standard and Specifications for Sensitive Area Protection 3.7.2.

C. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.03 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site according to requirements in DNREC Standard and Specifications for Sensitive Area Protection 3.7.2.

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in DNREC Standard and Specifications for Sensitive Area Protection 3.7.2.

3.04 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
   1. Arrange with utility companies to shut off indicated utilities.

B. Locate, identify, and disconnect utilities indicated to be abandoned in place.

C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Do not proceed with utility interruptions without Engineer's written permission.

D. Excavate for and remove underground utilities indicated to be removed.

E. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Site Demolition".

3.05 GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
   1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
   2. Grind down stumps and remove roots larger than 2 inches (50.8 mm) in diameter, obstructions, and debris to a depth of 18 inches (457.2 mm) below exposed subgrade.
   3. Use only hand methods or air spade for grubbing within protection zones.
   4. Chip removed tree branches and dispose of off-site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
   1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (203.2 mm), and compact each layer to a density equal to adjacent original ground.

3.06 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth as indicated in geotechnical report in a manner to prevent intermingling with underlying subsoil or other waste materials.
   1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches (50.8 mm) in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
   1. Limit height of topsoil stockpiles to 20 feet (609.6 cm).
   2. Do not stockpile topsoil within protection zones.
   3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.07 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove paving, curbs, gutters, and aggregate base as indicated.
   1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
   2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.08 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION

SECTION 312000
EARTH MOVING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Soil materials.
   2. Geotextiles.
   3. Controlled low-strength material.
   4. Geofoam.
   5. Accessories.

B. Related Requirements:
   1. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
   2. Section 315000 "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.

1.02 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

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

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, will be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock:
   1. Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, in accordance with ASTM D1586/D1586M.

I. Structures: Curbs, mechanical and electrical appurtenances, or other fabricated stationary features constructed above or below the ground surface.

J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

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

1.03 REFERENCE STANDARDS

A. AASHTO M 288 - Standard Specification for Geosynthetics for Highway Applications; 2024.

B. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2024a.

C. ASTM D448 - Standard Classification for Sizes of Aggregate for Road and Bridge Construction; 2012 (Reapproved 2022).

D. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2012 (Reapproved 2021).

E. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)); 2012 (Reapproved 2021).

F. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2017 (Reapproved 2025).

G. ASTM D2940/D2940M - Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports; 2020.

H. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing of Soil and Rock as Used in Engineering Design and Construction; 2026.

I. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 2022.

J. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015.

K. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a (Reapproved 2023).

L. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile; 2021a.

M. ASTM D4833/D4833M - Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products; 2007 (Reapproved 2026).

N. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2023.

O. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2026.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of specified product.

1.05 INFORMATIONAL SUBMITTALS

A. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
   1. Classification in accordance with ASTM D2487.
   2. Laboratory compaction curve in accordance with ASTM D698.

B. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

C. Qualification Statements: For qualified testing agency.

1.06 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified in accordance with ASTM E329 and ASTM D3740 for testing indicated.

1.07 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner.

B. Utility Locator Service: Notify utility locator service "Miss Utility" for area where Project is located before beginning earth-moving operations.

C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 311000 "Site Clearing" are in place.

D. Do not commence earth-moving operations until plant-protection measures specified in DNREC Standard Specification for Sensitive Area Protection 3.7.2 are in place.

E. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

F. Do not direct vehicle or equipment exhaust towards protection zones.

G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM in accordance with ASTM D2487, or a combination of these groups; free of rock or gravel larger than [3 inches (76.2 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT in accordance with ASTM D2487 or a combination of these groups.
1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C33/C33M; fine aggregate.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.02 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
   1. Survivability:
      a. Class 2; AASHTO M 288.
      b. As follows:
         1) Grab Tensile Strength: 160 lbf; ASTM D4632/D4632M.
         2) Sewn Seam Strength: 150 lbf; ASTM D4632/D4632M.
         3) Tear Strength: 60 lbf; ASTM D4533.
         4) Puncture Strength: 90 lbf; ASTM D4833/D4833M.
      c. Apparent Opening Size: No. 70 sieve, maximum; ASTM D4751.
      d. Permittivity: 1.5 per second, minimum; ASTM D4491/D4491M.
      e. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
   1. Survivability:
      a. Class 2; AASHTO M 288.
      b. As follows:
         1) Grab Tensile Strength: 160 lbf; ASTM D4632/D4632M.
         2) Sewn Seam Strength: 200 lbf; ASTM D4632/D4632M.
         3) Tear Strength: 60 lbf; ASTM D4533/D4533M.
         4) Puncture Strength: 90 lbf; ASTM D4833/D4833M.
      c. Apparent Opening Size: No. 70 sieve, maximum; ASTM D4751.
      d. Permittivity: 1.0 per second, minimum; ASTM D4491/D4491M.
      e. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

2.03 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (152.4 mm) wide and 4 mils (0.1016 mm) thick, continuously inscribed with a description of the utility; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Telephone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (152.4 mm) wide and 4 mils (0.1016 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (762 mm) deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Telephone and other communications.
   4. Blue: Water systems.

5. Green: Sewer systems.

PART 3 EXECUTION

3.01 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.02 DEWATERING

A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.03 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
   2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
      a. 24 inches (609.6 mm) outside of concrete forms other than at footings.
      b. 12 inches (304.8 mm) outside of concrete forms at footings.
      c. 6 inches (152.4 mm) outside of minimum required dimensions of concrete cast against grade.
      d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
      e. 6 inches (152.4 mm) beneath bottom of concrete slabs-on-grade.
      f. 6 inches (152.4 mm) beneath pipe in trenches and the greater of 24 inches (609.6 mm) wider than pipe or 42 inches (1066.8 mm) wide.

B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer. The Contract Sum will be adjusted for rock excavation in accordance with unit prices included in the Contract Documents.
   1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.
      a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

3.04 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25.4 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
   1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
   2. Pile Foundations: Stop excavations 6 to 12 inches (304.8 mm) above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.

B. Excavations at Edges of Tree- and Plant-Protection Zones:
   1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
   2. Cut and protect roots in accordance with requirements in Section 015639 "Temporary Tree and Plant Protection."

3.05 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.06 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.
   1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (304.8 mm) higher than top of pipe or conduit unless otherwise indicated.
   1. Clearance: 3 feet (91.44 cm) each side of pipe or conduit.

C. Trench Bottoms:
   1. Excavate trenches 6 inches (152.4 mm) deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
      a. Excavate trenches 6 inches (152.4 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trenches in Tree- and Plant-Protection Zones:
   1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
   2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
   3. Cut and protect roots in accordance with requirements in Section 015639 "Temporary Tree and Plant Protection."

3.07 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   1. Completely proof-roll subgrade in one direction , repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.

2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.08 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.09 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:
   1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
   2. Surveying locations of underground utilities for Record Documents.
   3. Testing and inspecting underground utilities.
   4. Removing concrete formwork.
   5. Removing trash and debris.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches (457.2 mm) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

D. Trenches under Roadways: Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches (762 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (101.6 mm) of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

E. Backfill voids with satisfactory soil while removing shoring and bracing.

F. Initial Backfill:
   1. Soil Backfill: Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25.4 mm) in any dimension, to a height of 12 inches (304.8 mm) over the pipe or conduit.
      a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

G. Final Backfill:
   1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

H. Warning Tape: Install warning tape directly above utilities, 12 inches (304.8 mm) below finished grade, except 6 inches (152.4 mm) below subgrade under pavements and slabs.

3.11 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches (203.2 mm) in loose depth for material compacted by heavy compaction equipment and not more than 6 inches (152.4 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight in accordance with ASTM D698, ASTM D1557:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
   2. Under walkways, scarify and recompact top 6 inches (152.4 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
   3. Under turf or unpaved areas, scarify and recompact top 6 inches (152.4 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
   4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.14 GRADING

A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
   1. Turf or Unpaved Areas: Plus or minus 1 inch (25.4 mm).
   2. Walks: Plus or minus 3/4 inch (19.05 mm).
   3. Pavements: Plus or minus 1/2 inch (12.7 mm).

3.15 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
   1. Install separation geotextile on prepared subgrade in accordance with manufacturer's written instructions, overlapping sides and ends.
   2. Place base course material over subbase course under hot-mix asphalt pavement.

3. Shape subbase course and base course to required crown elevations and cross-slope grades.
4. Place subbase course and base course 6 inches (152.4 mm) or less in compacted thickness in a single layer.
5. Place subbase course and base course that exceeds 6 inches (152.4 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches (76.2 mm) thick.
6. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight in accordance with ASTM D698.

3.16 FIELD QUALITY CONTROL

A. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

B. Compaction Testing: Testing agency will test compaction of soils in place in accordance with ASTM D1556/D15556M, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
   1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
   2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet (4572 cm) or less of trench length but no fewer than two tests.

C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
   1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
   1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
   1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 312319
DEWATERING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Construction dewatering.

B. Related Requirements:
   1. Section 312000 "Earth Moving" for excavating, backfilling, site grading, and controlling surface-water runoff and ponding.

1.02 ACTION SUBMITTALS

A. Shop Drawings: For dewatering system, prepared by or under the supervision of a qualified professional engineer.
   1. Include plans, elevations, sections, and details.
   2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
   3. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
   4. Include written plan for dewatering operations, including sequence of well and well-point placement coordinated with excavation shoring and bracings and control procedures to be adopted if dewatering problems arise.

1.03 INFORMATIONAL SUBMITTALS

A. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

1.04 QUALITY ASSURANCE

A. Qualifications:
   1. Installer: An experienced installer that has specialized in design of dewatering systems and dewatering work.
   2. Delegated Design Engineer: A professional engineer who is legally qualified to practice in state where Project is located and who is experienced in providing engineering services of the type indicated.

1.05 FIELD CONDITIONS

A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades.
   1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
   2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
   3. Prevent surface water from entering excavations by grading, dikes, or other means.

4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

B. Regulatory Requirements: Comply with governing State and EPA permitting and notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

PART 3 EXECUTION

3.01 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Provide temporary grading to facilitate dewatering and control of surface water.

D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 311000 "Site Clearing," during dewatering operations.

3.02 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
1. Space well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

B. Place dewatering system into operation to lower water to specified levels before excavating below groundwater level.

C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.03 OPERATION

A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

B. Operate system to lower and control groundwater to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
3. Maintain piezometric water level a minimum of 24 inches (609.6 mm) below bottom of excavation.

C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with clean gravel or other suitable material approved by the Engineer.

3.04 FIELD QUALITY CONTROL

A. Observation Wells: Provide observation wells or piezometers, take measurements, and maintain at least the minimum number indicated; additional observation wells may be required by authorities having jurisdiction.
   1. Observe and record daily elevation of groundwater and piezometric water levels in observation wells.
   2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.
   3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.

B. Survey-Work Benchmarks: Resurvey benchmarks monthly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

C. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

D. Prepare reports of observations.

3.05 PROTECTION

A. Protect and maintain dewatering system during dewatering operations.

B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION

SECTION 315000
EXCAVATION SUPPORT AND PROTECTION

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

B. AASHTO LRFD - Bridge Design Specifications; 2024, with Errata (2025).

C. ASTM A416/A416M - Standard Specification for Low-Relaxation, Seven-Wire Steel Strand for Prestressed Concrete; 2026.

D. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel; 2025.

E. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2026.

F. ASTM A722/A722M - Standard Specification for High-Strength Steel Bars for Prestressed Concrete; 2026.

1.02 SUMMARY

A. Section includes temporary excavation support and protection systems.

B. Related Requirements:
   1. Section 312000 "Earth Moving" for excavating and backfilling, for controlling surface-water runoff and ponding, and for dewatering excavations.

1.03 PREINSTALLATION REQUIREMENTS

A. Preinstallation Review: Contractor shall review the items below. Contact Engineer with questions and/or concerns.
   1. Review geotechnical report.
   2. Review existing utilities and subsurface conditions.
   3. Review coordination for interruption, shutoff, capping, and continuation of utility services.
   4. Review proposed excavations.
   5. Review proposed equipment.
   6. Review monitoring of excavation support and protection system.
   7. Review coordination with waterproofing.
   8. Review abandonment or removal of excavation support and protection system.

1.04 ACTION SUBMITTALS

A. Shop Drawings: For excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.
   1. Include plans, elevations, sections, and details.
   2. Show arrangement, locations, and details of soldier piles, piling, lagging, tiebacks, bracing, and other components of excavation support and protection system according to engineering design.
   3. Indicate type and location of waterproofing.

1.05 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:
   1. Professional Engineer: Experience with providing engineering services of the type indicated, including documentation that engineer is licensed in the state in which Project is located.

B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.06 CLOSEOUT SUBMITTALS

A. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.07 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility-serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
   1. Do not proceed with interruption of utility without Architect's Construction Manager's Owner's written permission.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Delegated Design: For all excavations deeper than what can be handled by trench boxes or stepped slopes:
   1. Compliance with OSHA Standards and interpretations, 29 CFR 1926, Subpart P.
   2. Compliance with AASHTO Standard Specification for Highway Bridges or AASHTO LRFD Bridge Design Specification, Customary U.S. Units.
   3. Compliance with requirements of authorities having jurisdiction.
   4. Compliance with utility company requirements.
   5. Compliance with railroad requirements.

2.02 MATERIALS

A. Provide materials that are either new or in serviceable condition.

B. Steel Sheet Piling: ASTM A572/A572M; with continuous interlocks.
   1. Corners: Roll-formed corner shape with continuous interlock.

C. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of use.

D. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.

E. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.

F. Tiebacks: Steel bars, ASTM A722/A722M.

G. Tiebacks: Steel strand, ASTM A416/A416M.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

A. Locate excavation support and protection systems clear of permanent construction, so that construction and finishing of other work is not impeded.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.

3.02 MAINTENANCE

A. Monitor and maintain excavation support and protection system.

B. Prevent surface water from entering excavations by grading, dikes, or other means.

C. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

3.03 FIELD QUALITY CONTROL

A. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

B. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

END OF SECTION

SECTION 321216
ASPHALT PAVING

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. AASHTO M 288 - Standard Specification for Geosynthetics for Highway Applications; 2024.

B. ASTM D2041/D2041M - Standard Test Method for Theoretical Maximum Specific Gravity and Density of Asphalt Mixtures; 2026.

C. ASTM D3381/D3381M - Standard Specification for Viscosity-Graded Asphalt Binder for Use in Pavement Construction; 2018 (Reapproved 2024).

1.02 SUMMARY

A. Section Includes:
   1. Hot-mix asphalt paving.
   2. Hot-mix asphalt patching.
   3. Asphalt surface treatments.

B. Related Requirements:
   1. Section Section 024119 "Site Demolition" for demolition and removal of existing asphalt pavement.
   2. Section 312000 "Earth Moving" for subgrade preparation, fill material, separation geotextiles, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
   3. Section 321313 "Concrete Paving" for concrete pavement and for separate concrete curbs, gutters, and driveway aprons.
   4. Section 321373 "Concrete Paving Joint Sealants" for joint sealants and fillers at pavement terminations.

1.03 ACTION SUBMITTALS

A. Product Data: Include technical data and tested physical and performance properties.
   1. Paving geotextile.
   2. Joint sealant.

B. Hot-Mix Asphalt Designs:
   1. Certification, by authorities having jurisdiction, of approval of each hot-mix asphalt design proposed for the Work.
   2. For each hot-mix asphalt design proposed for the Work.

C. Samples for Verification: For the following product, in manufacturer's standard sizes unless otherwise indicated:
   1. Paving Geotextile: Roll Fabric, 12.5 feet (381 cm) width minimum by 150 feet (4572 cm) length minimum.

1.04 ACTION SUBMITTALS

A. Qualification Data: For paving-mix manufacturer and testing agency.

B. Material Certificates: Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.
   1. Aggregates.
   2. Asphalt binder.
   3. Asphalt cement.
   4. Cutback prime coat.
   5. Emulsified asphalt prime coat.
   6. Tack coat.
   7. Fog seal.
   8. Undersealing asphalt.

C. Field quality-control reports.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by the DOT of state in which Project is located.

B. Testing Agency Qualifications: Qualified in accordance with ASTM D3666 for testing indicated.

C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements OF Delaware Department of Transportation Standards and Specifications, latest edition for asphalt paving work.
   1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.06 FIELD CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
   1. Prime Coat: Minimum surface temperature of 60 deg F.
   2. Tack Coat: Minimum surface temperature of 60 deg F.
   3. Slurry Coat: Comply with weather limitations in ASTM D3910.
   4. Asphalt Base Course and Binder Course: Minimum surface temperature of 40 deg F and rising at time of placement.
   5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 PRODUCTS

2.01 ASPHALT MATERIALS

A. Asphalt Binder: AASHTO M 320 binder designation PG 64-22.

B. Asphalt Cement: ASTM D3381/D3381M for viscosity-graded material.

C. Tack Coat: AASHTO M 140 emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

D. Fog Seal: AASHTO M 140 emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.

E. Water: Potable.

F. Undersealing Asphalt: ASTM D3141/D3141M; pumping consistency.

2.02 AUXILIARY MATERIALS

A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.

B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in liquid form.

C. Sand: AASHTO M 29, Grade No. 2.

D. Paving Geotextile: AASHTO M 288 paving fabric; nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.

E. Joint Sealant: ASTM D6690, Type II, hot-applied, single-component, polymer-modified bituminous sealant.

2.03 MIXES

A. Recycled Content of Hot-Mix Asphalt: Refer to DelDOT’s Materials and Research Section.

B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: Type B.
3. Binder Course: Type B, PG 64-22
4. Surface Course: Type C, PG 64-22.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to begin paving.

B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.

B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   1. Completely proof-roll subgrade in one direction , repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
   2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 20 tons.
   3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.

3.03 PATCHING

A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches (304.8 mm) into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.06 to 0.10 gal./sq. yd..
   1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
   2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

C. Placing Single-Course Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

D. Placing Two-Course Patch Material: Partially fill excavated pavements with hot-mix asphalt base course mix and, while still hot, compact. Cover asphalt base course with compacted layer of hot-mix asphalt surface course, finished flush with adjacent surfaces.

3.04 REPAIRS

A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch (25.4 mm) in existing pavements.
   1. Install leveling wedges in compacted lifts not exceeding 3 inches (76.2 mm) thick.

B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch (6.35 mm).
   1. Clean cracks and joints in existing hot-mix asphalt pavement.
   2. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch (6.35 mm) wide. Fill flush with surface of existing pavement and remove excess.

3.05 SURFACE PREPARATION

A. Ensure that prepared subgrade has been proof-rolled and is ready to receive paving. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces.

B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.06 to 0.10 gal./sq. yd..
   1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
   2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.06 HOT-MIX ASPHALT PLACEMENT

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
   1. Place hot-mix asphalt base course and binder course in number of lifts and thicknesses indicated.
   2. Place hot-mix asphalt surface course in single lift.
   3. Spread mix at a minimum temperature of 250 deg F.
   4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
   5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet (304.8 cm) wide unless infill edge strips of a lesser width are required.
   1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 2 inches (50.8 mm) from strip to strip to ensure proper compaction of mix along longitudinal joints.
   2. Complete a section of asphalt base course and binder course before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.07 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
   1. Clean contact surfaces and apply tack coat to joints.
   2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (152.4 mm).
   3. Offset transverse joints, in successive courses, a minimum of 24 inches (609.6 mm).
   4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time.
   5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
   6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.08 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
   1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
   1. Average Density, Rice Test Method: 92 percent of reference maximum theoretical density in accordance with ASTM D2041/D2041M, but not less than 90 percent or greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.09 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce thickness indicated within the following tolerances:
   1. Base Course and Binder Course: Plus or minus 1/2 inch (12.7 mm).
   2. Surface Course: Plus 1/4 inch (6.35 mm), no minus.

B. Pavement Surface Smoothness: Compact each course to produce surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
   1. Base Course and Binder Course: 1/4 inch (6.35 mm)
   2. Surface Course: 1/8 inch (3.18 mm)
   3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6.35 mm).

C. Asphalt Traffic-Calming Devices: Compact and form asphalt to the shapes indicated and within a tolerance of plus or minus 1/8 inch (3.18 mm) of height indicated above pavement surface.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined in accordance with ASTM D3549/D3549M.

C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

D. Asphalt Traffic-Calming Devices: Finished height of traffic-calming devices above pavement will be measured for compliance with tolerances.

E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement in accordance with ASTM D979/D979M.
   1. In-place density of compacted pavement will be determined by testing core samples in accordance with ASTM D1188 or ASTM D2726/D2726M.
      a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.

F. Replace and compact hot-mix asphalt where core tests were taken.

G. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.11 WASTE HANDLING

A. General: Handle asphalt-paving waste in accordance with approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION

SECTION 321313
CONCRETE PAVING

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2024a.

B. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2026c.

C. ASTM C150/C150M - Standard Specification for Portland Cement; 2024.

D. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2024.

E. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2024.

F. ASTM C595/C595M - Standard Specification for Blended Hydraulic Cements; 2025.

G. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2026.

H. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020a.

I. ASTM C989/C989M - Standard Specification for Slag Cement for Use in Concrete and Mortars; 2026.

J. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2024.

K. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2026a.

L. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types); 2023.

M. ASTM D1752 - Standard Specification for Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction; 2018 (Reapproved 2023).

N. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Steel Reinforcing Bars; 2021.

O. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2026.

1.02 SUMMARY

A. Section Includes: Concrete paving for parking lots, curbs and gutters and includes the following:
   1. Forms.
   2. Steel reinforcement.
   3. Concrete materials.
   4. Fiber reinforcement.
   5. Curing materials.
   6. Special finish materials.
   7. Stamped detectable warning materials.

B. Products Installed, but Not Furnished, under This Section:
   1. Detectable warning paving units.
   2. Detectable warning tiles.

C. Related Requirements:
   1. Section 033000 "Cast-in-Place Concrete" for general building applications of concrete.
   2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.

3. Section 321713 "Parking Bumpers."
4. Section 321723 "Pavement Markings."

1.03 INFORMATIONAL SUBMITTALS

A. Material Certificates: For the following, from manufacturer:
   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Fiber reinforcement.
   4. Admixtures.
   5. Curing compounds.
   6. Special finish materials.
   7. Joint fillers.
   8. Bonding agent.
   9. Epoxy-bonding adhesive.

B. Material Test Reports: For aggregates

C. Field Quality Control Reports: For specified tests and inspections.

1.04 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
   1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

B. Stamped Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems

C. Testing Agency Qualifications: Qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
   1. Personnel conducting field tests must be qualified as ACI Concrete Field Testing Technician, Grade 1, in accordance with ACI CP-1 or an equivalent certification program.

1.05 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
   1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 90 deg F at point of placement.
   2. Do not use frozen materials or materials containing ice or snow.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
   1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water.
   2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
   3. Fog-spray forms and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 PRODUCTS

2.01 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.02 CONCRETE MATERIALS

A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C150/C150M, white portland cement Type I.
   2. Fly Ash: ASTM C618, Class F.
   3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
   4. Blended Hydraulic Cement: ASTM C595/C595M, Type IL, Portland-limestone cement.

B. Normal-Weight Aggregates: ASTM C33/C33M, Class 4S uniformly graded. Provide aggregates from a single source.
   1. Maximum Coarse-Aggregate Size: 1 inch (25.4 mm) nominal.
   2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:
   1. Aggregate Sizes: 3/4 to 1 inch (25.4 mm) nominal.

D. Air-Entraining Admixture: ASTM C260/C260M.

E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
   1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
   2. Retarding Admixture: ASTM C494/C494M, Type B.
   3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
   4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
   5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
   6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

F. Water: Potable and complying with ASTM C94/C94M.

2.03 CURING MATERIALS

A. Water: Potable.

2.04 ACCESSORY MATERIALS

A. Joint Fillers: ASTM D1751, asphalt-saturated cellulosic fiber or ASTM D1752, cork or self-expanding cork in preformed strips.

B. Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy-Bonding Adhesive: ASTM C881/C881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
   1. Type II, nonload bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

PART 3 EXECUTION

3.01 INSTALLATION OF FORMS

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.02 INSTALLATION OF STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating in accordance with ASTM D3963/D3963M.

G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.03 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:
   1. Elevation: 3/4 inch (19.05 mm).
   2. Thickness: Plus 3/8 inch (9.52 mm), minus 1/4 inch (6.35 mm).
   3. Surface: Gap below 10-feet- long unleveled straightedge not to exceed 1/2 inch (12.7 mm).
   4. End Relative to Line Perpendicular to Paving Edge: 1/2 inch (12.7 mm) per 12 inches (304.8 mm) of tie bar.
   5. Joint Spacing: 3 inches (76.2 mm).
   6. Contraction Joint Depth: Plus 1/4 inch (6.35 mm), no minus.
   7. Joint Width: Plus 1/8 inch (3.18 mm), no minus.

END OF SECTION

SECTION 321713
PARKING BUMPERS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Precast concrete wheel stops.

1.02 ACTION SUBMITTALS

A. Product Data:
   1. Precast concrete wheel stops.

PART 2 PRODUCTS

2.01 PARKING BUMPERS

A. Precast Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete; 4000-psi minimum compressive strength; 7 inches (177.8 mm) high by 8" wide by 72 inches (1828.8 mm) long. Provide chamfered corners , transverse drainage slots on underside, and a minimum of two factory-formed or -drilled vertical holes through wheel stop for anchoring to substrate.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. American Precast Concrete Inc.
   2. Source Limitations: Obtain wheel stops from single source from single manufacturer.
   3. Surface Appearance: Smooth, free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.
   4. Surface Sealer: Manufacturer's standard salt-resistant, clear sealer, applied at precasting location.
   5. Mounting Hardware: Galvanized-steel spike or dowel, 3/8-inch diameter, 18-inch minimum length.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install wheel stops in accordance with manufacturer's written instructions unless otherwise indicated.

END OF SECTION

SECTION 321723
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. AASHTO M 247 - Standard Specification for Glass Beads Used in Pavement Markings; 2026.

1.02 SUMMARY

A. Section Includes:
   1. Pavement-marking paint, alkyd-thermoplastic.
   2. Pavement-marking paint, epoxy resin.
   3. Glass beads.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include technical data and tested physical and performance properties.

1.04 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, for pavement-marking work.
   1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.05 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55 deg F for alkyd materials, and not exceeding 95 deg F.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the ABA standards of the Federal agency having jurisdiction.

2.02 PAVEMENT MARKINGS

A. Pavement-Marking Paint, Alkyd: MPI #32; alkyd solvent-borne traffic-marking paint, colors complying with FS TT-P-1952F.
   1. Color: As indicated.

B. Pavement-Marking Paint, Solvent-Borne: MPI #32, solvent-borne traffic-marking paint.
   1. Color: As indicated.

C. Pavement-Marking Paint, Acrylic: Acrylic, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952F, Type II.
   1. Drying time: Less than 10 minutes.
   2. Color: As indicated.

D. Pavement-Marking Paint, Latex: MPI #97, latex traffic-marking paint.
   1. Color: As indicated.

E. Glass Beads:
   1. Compliance: AASHTO M 247, Type 1.
   2. Roundness: Minimum 80 percent true spheres by weight, tested in accordance with ASTM D1155.

PART 3 EXECUTION

3.01 APPLICATION OF PAVEMENT-MARKING PAINT

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.

B. Allow asphalt paving or concrete surfaces to age for a minimum of 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.381 mm).

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal..

3.02 PROTECTION

A. Protect pavement markings from damage and wear during remainder of construction period.

3.03 CLEANING

A. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 329113
SOIL PREPARATION

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2012 (Reapproved 2021).

1.02 SUMMARY

A. Section includes planting soils and layered soil assemblies specified by composition of the mixes.

B. Related Requirements:
   1. Section 311000 "Site Clearing" for topsoil stripping and stockpiling.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include recommendations for application and use.
   2. Include test data substantiating that products comply with requirements.
   3. Include sieve analyses for aggregate materials.
   4. Material Certificates: For each type of imported soil and soil amendment before delivery to the site, according to the following:
      a. Manufacturer's qualified testing agency's certified analysis of standard products.
      b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
      c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

1.04 INFORMATIONAL SUBMITTALS

A. Qualification Data: For each testing agency.

B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.

C. Field quality-control reports.

1.05 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil imported soil.
   1. Notify Engineer seven days in advance of the dates and times when laboratory samples will be taken.

B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
   1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

PART 2 EXECUTION

2.01 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Perform the following tests:
   1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D698. Space tests at no less than one for each 1000 sq. ft of in-place soil or part thereof.

C. Soil will be considered defective if it does not pass tests.

D. Prepare test reports.

E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

END OF SECTION