STATE OF DELAWARE
OMB/DIVISION OF FACILITIES MANAGEMENT
OMB/DFM CONTRACT # MJ0217000003-BP4

SPECIFICATIONS FOR

Customs House Renovations and Additions

AT

516 N. King Street
Wilmington, DE 19801

PREPARED
BY

TEVEBAUGH ARCHITECTURE
2 MILL RD, SUITE 210
WILMINGTON, DE 19806

ISSUED FOR
BID PACK 4 – BID SUBMISSION

NOVEMBER 22, 2024

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SECTION 00 01 07

SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

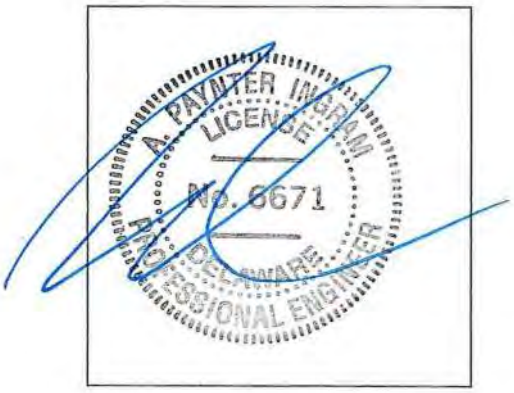
Architect:
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Tevebaugh Associates, Inc.
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Wilmington, DE 19806
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DE License S5-7202



Civil Engineer:
Kenneth James Taylor, Jr., P.E.
Duffield Associates
5400 Limestone Road
Wilmington, DE 19808
302-239-6634
DE License No. 21140

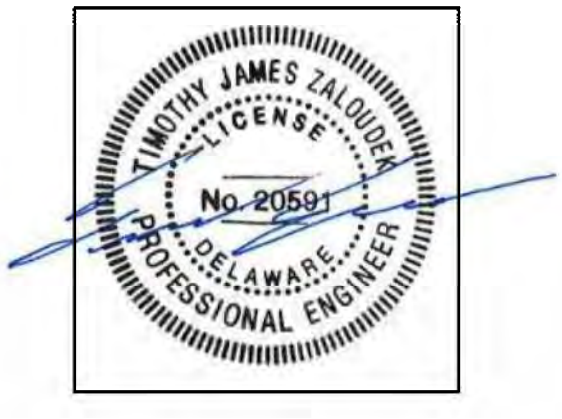


Structural Engineer:
A.Paynter Ingram, P.E.
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302-734-7400
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410-579-8100
DE License 20591



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4	Bid Pack 2.1A – GSS DFM Submission	07.03.2024
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Sections issued for reference noted with an “O”.
Sections issued for record are annotated with an “X”.
Sections listed without any annotation are anticipated future sections.

SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS										
00 01 01	PROJECT TITLE PAGE	Tevebaugh	X	X	X	X	X	X		
00 01 07	SEALS PAGE	Tevebaugh	X	X	X	X	X	X		
00 01 10	TABLE OF CONTENTS	Tevebaugh	X	X	X	X	X	X		
00 01 15	LIST OF DRAWING SHEETS	Tevebaugh	X	X	X	X	X	X		
00 11 16	INVITATION TO BID	EDIS	X	X	X	X	X	X		
00 21 13	INSTRUCTIONS TO BIDDERS	Tevebaugh	X	X	X	X	X	X		
00 31 24	ENVIRONMENTAL AND EXISTING CONDITIONS INFORMATION	Harvard	X	X	X	X		X		
00 31 32	GEOTECHNICAL DATA	Verdantas		X	X	X				
00 40 00	PROCUREMENT FORMS AND SUPPLEMENTS	Tevebaugh	X	X	X	X	X	X		
00 41 13	BID FORM 1-01 – SELECTIVE DEMOLITION	EDIS	X							
00 41 13.2-01	BID FORM 2-01 – FOUNDATIONS	EDIS		X						
00 41 13.2-02	BID FORM 2-02 – STRUCTURAL STEEL	EDIS		X						
00 41 13.2.1-01	BID FORM 2.1-01 – SITEWORK	EDIS			X					
00 41 13.2.1-02	BID FORM 2.1-01 – GROUND IMPROVEMENT	EDIS			X					
00 41 13.2.1A-01	BID FORM 2.1-01A – SITEWORK	EDIS				X				
00 41 13.3-01	BID FORM 3-01 – EXTERIOR STRUCTURAL STUD ASSEMBLY	EDIS					X			
00 41 13.3-02	BID FORM 3-02 – ROOFING	EDIS					X			
00 41 13.3-03	BID FORM 3-03 – JOINT SEALANTS AND PREFORMED JOINT ASSEMBLIES	EDIS					X			
00 41 13.3-04	BID FORM 3-04 – CURTAIN WALL/GLAZING/STOREFRONTS	EDIS					X			
00 41 13.3-05	BID FORM 3-05 – ROOFTOP AIR-HANDLING UNITS PRE-PURCHASE	EDIS					X			

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00 41 13.3-06	BID FORM 3-06 – ELECTRICAL PRE-PURCHASE PACKGAE	EDIS					X			
00 41 13.3-07	BID FORM 3-07 – ELEVATOR	EDIS					X			
00 41 13.3-08	BID FORM 3-08 – METAL WALL PANELS	EDIS					X			
00 41 13.3-09	BID FORM 3-09 – EXTERIOR MASONRY AND CMU SHAFTS	EDIS					X			
00 41 13.4-01	BID FORM 4-01 – UNIT MASONRY	EDIS						X		
00 41 13.4-02	BID FORM 4-02 – MISCELLANEOUS METALS, STAIRS, AND RAILS	EDIS						X		
00 41 13.4-03	BID FORM 4-03 – CARPENTRY AND GENERAL WORK	EDIS						X		
00 41 13.4-04	BID FORM 4-04 – DRYWALL AND INTERIOR METAL FRAMING	EDIS						X		
00 41 13.4-05	BID FORM 4-05 – FIREPROOFING	EDIS						X		
00 41 13.4-06	BID FORM 4-06 – DOORS AND HARDWARE	EDIS						X		
00 41 13.4-07	BID FORM 4-07 – SECTIONAL DOORS	EDIS						X		
00 41 13.4-08	BID FORM 4-08 – CURTAIN WALL/GLAZING/STOREFRONTS	EDIS						X		
00 41 13.4-09	BID FORM 4-09 – TILING	EDIS						X		
00 41 13.4-10	BID FORM 4-10 – ACOUSTICAL AND SPECIALTY CEILINGS	EDIS						X		
00 41 13.4-11	BID FORM 4-11 – FLOORING	EDIS						X		
00 41 13.4-12	BID FORM 4-12 – RESINOUS MATRIX TERRAZZO FLOORING	EDIS						X		
00 41 13.4-13	BID FORM 4-13 – RESINOUS FLOORING	EDIS						X		
00 41 13.4-14	BID FORM 4-14 – PAINTING	EDIS						X		
00 41 13.4-15	BID FORM 4-15 – ROLLER WINDOW SHADES	EDIS						X		
00 41 13.4-16	BID FORM 4-16 – MILLWORK AND CASEWORK	EDIS						X		
00 41 13.4-17	BID FORM 4-17 – FIRE PROTECTION	EDIS						X		
00 41 13.4-18	BID FORM 4-18 – PLUMBING	EDIS						X		
00 41 13.4-19	BID FORM 4-19 – HVAC AND CONTROLS	EDIS						X		
00 41 13.4-20	BID FORM 4-20 – TESTING, ADJUSTING, AND BALANCING	EDIS						X		
00 41 13.4-21	BID FORM 4-21 – ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS	EDIS						X		
00 41 13.5	BID FORM 5	EDIS								
00 43 13	BID BOND	Tevebaugh	X	X	X	X	X	X		
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS	Tevebaugh	X	X	X	X	X	X		
00 52 13	STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A132-2019	Tevebaugh	X	X	X	X	X	X		
00 52 13.A	INSURANCE AND BONDS A132 – 2019 EXHIBIT A	Tevebaugh	X	X	X	X	X	X		
00 54 13	SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A132-2019	Tevebaugh	X	X	X	X	X	X		
00 54 13.A	SUPPLEMENT TO A132-2019-EXHIBIT A, INSURANCE AND BONDS	Tevebaugh	X	X	X	X	X	X		
00 60 00	PROJECT FORMS	Tevebaugh	X	X	X	X	X	X		

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00 61 13.13	PERFORMANCE BOND	Tevebaugh	X	X	X	X	X	X		
00 61 13.16	PAYMENT BOND	Tevebaugh	X	X	X	X	X	X		
00 62 11	SUBMITTAL COVER SHEET	Tevebaugh	X	X	X	X	X	X		
00 62 76	AIA DOCUMENT G732 - 2019: APPLICATION AND CERTIFICATION FOR PAYMENT FORMS	Tevebaugh	X	X	X	X	X	X		
00 62 76A	AIA DOCUMENT G703 - 1992: CONTINUATION SHEET	Tevebaugh	X	X	X	X	X	X		
00 63 13	REQUEST FOR INFORMATION FORM	Tevebaugh	X	X	X	X	X	X		
00 63 25	SUBSTITUTION REQUEST FORM	Tevebaugh	X	X	X	X	X	X		
00 63 33	AIA DOCUMENT G710 - 2017: SUPPLEMENTAL INSTRUCTION FORMS	Tevebaugh	X	X	X	X	X	X		
00 63 46	AIA DOCUMENT G733 - 2019: CONSTRUCTION CHANGE DIRECTIVE	Tevebaugh	X	X	X	X	X	X		
00 63 63	AIA DOCUMENT G731 - 2019: CHANGE ORDER	Tevebaugh	X	X	X	X	X	X		
00 63 73	ALLOWANCE AUTHORIZATION FORM	Tevebaugh	X	X	X	X	X	X		
00 65 16	AIA DOCUMENT G734 - 2019: CERTIFICATE OF SUBSTANTIAL COMPLETION	Tevebaugh	X	X	X	X	X	X		
00 65 19.13	AIA DOCUMENT G706 - 1994: CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS	Tevebaugh	X	X	X	X	X	X		
00 65 19.16	AIA DOCUMENT G706A - 1994: CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS	Tevebaugh	X	X	X	X	X	X		
00 65 19.19	AIA DOCUMENT G707 - 1994: CONSENT OF SURETY TO FINAL PAYMENT	Tevebaugh	X	X	X	X	X	X		
00 72 13	GENERAL CONDITIONS TO THE CONTRACT A232-2019	Tevebaugh	X	X	X	X	X	X		
00 73 13	SUPPLEMENTARY GENERAL CONDITIONS A232-2019	Tevebaugh	X	X	X	X	X	X		
00 73 46	WAGE DETERMINATION SCHEDULE	EDiS	X	X	X	X	X	X		
00 81 13	GENERAL REQUIREMENTS	Tevebaugh	X	X	X	X	X	X		
00 81 14	DRUG TESTING FORMS	Tevebaugh	X	X	X	X	X	X		
00 81 15	AFFIDAVIT FOR CRAFT TRAINING COMPLIANCE	Tevebaugh	X	X	X	X	X	X		
00 82 00	DIGITAL RELEASE FORM	Tevebaugh	X	X	X	X	X	X		

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SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8
DIVISION 01 - GENERAL REQUIREMENTS										
01 10 00	SUMMARY OF WORK	EDIS	X	X	X	X	X	X		
01 14 00	WORK RESTRICTIONS	Tevebaugh	X	X	X	X	X	X		
01 21 00	ALLOWANCES	EDIS	X	X	X	X	X	X		
01 21 16	ALLOWANCE AUTHORIZATION FORM	EDiS	X	X	X	X	X	X		
01 22 00	UNIT PRICES	EDIS	X					X		
01 23 00	ALTERNATES	EDIS				X		X		
01 25 00	SUBSTITUTION PROCEDURES	Tevebaugh	X	X	X	X	X	X		
01 26 00	CONTRACT MODIFICATION PROCEDURES	Tevebaugh	X	X	X	X	X	X		
01 29 00	PAYMENT PROCEDURES	Tevebaugh	X	X	X	X	X	X		
01 31 00	PROJECT MANAGEMENT AND COORDINATION	Tevebaugh	X	X	X	X	X	X		
01 31 13	PROJECT COORDINATION MEETING	EDiS	X	X	X	X	X	X		
01 31 19	PRE-INSTALLATION MEETINGS	EDiS	X	X	X	X	X	X		
01 31 25	WEB-BASED PROJECT MANAGEMENT SYSTEM	EDiS	X	X	X	X	X	X		
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	Tevebaugh	X	X	X	X	X	X		
01 32 16	SCHEDULE	EDIS	X	X	X	X	X	X		
01 32 16.A	SCHEDULE ATTACHMENT	EDIS	X	X	X	X	X	X		
01 32 26	CONTRACTOR DAILY REPORTS	EDiS	X	X	X	X	X	X		
01 32 33	PHOTOGRAPHIC DOCUMENTATION	Tevebaugh	X	X	X	X	X	X		
01 33 00	SUBMITTAL PROCEDURES	Tevebaugh	X	X	X	X	X	X		
01 35 23	CONSTRUCTION MANAGER GENERAL INFORMATION	EDIS				X	X	X		
01 35 23.A	CRANE LIFT PLAN CHECKLIST	EDIS	X	X		X	X			
01 35 23.B	DEMO PRE-START SURVEY	EDIS	X							
01 35 23.C	STAR SHEET	EDIS	X	X	X					
01 35 23.D	COMPETENT/QUALIFIED PERSON DESIGNATIONS FORM	EDIS	X	X	X					
01 35 23.E	SAFETY PROGRAM	EDIS	X	X	X	X	X	X		
01 35 23.F	SITE LOGISTICS DRAWING	EDIS	X	X	X	X	X	X		
01 35 23.G	SITE EXCAVATION PLAN	EDIS				X				
01 35 23.H	SITE FILL PLAN	EDIS				X				
01 35 23.I	SHEETING AND SHORING PLAN	EDIS				X				
01 37 00	3D COORDINATION SPECIFICATION	EDIS								
01 40 00	QUALITY REQUIREMENTS	Tevebaugh	X	X	X	X	X	X		
01 42 00	REFERENCES	Tevebaugh	X	X	X	X	X	X		

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01 43 25	EXTERIOR ENCLOSURE PERFORMANCE MOCKUP	Tevebaugh					X	X		
01 45 23	TESTING AND INSPECTION SERVICES	Tevebaugh	X	X	X	X	X	X		
01 45 25	EXTERIOR ENCLOSURE TESTING SERVICES	Tevebaugh					X	X		
01 50 00	TEMPORARY FACILITIES AND CONTROLS	Tevebaugh	X	X	X	X	X	X		
01 51 13	TEMPORARY ELECTRIC	EDIS						X		
01 51 23	TEMPORARY HEATING, COOLING, AND VENTILATING	EDIS						X		
01 60 00	PRODUCT REQUIREMENTS	Tevebaugh	X	X	X	X	X	X		
01 73 00	EXECUTION	Tevebaugh	X	X	X	X	X	X		
01 73 29	CUTTING AND PATCHING	Tevebaugh	X	X	X	X	X	X		
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	Tevebaugh	X	X	X	X	X	X		
01 75 00	STARTING AND ADJUSTING	Tevebaugh	X				X	X		
01 77 00	CLOSEOUT PROCEDURES	Tevebaugh	X	X	X	X	X	X		
01 78 23	OPERATION AND MAINTENANCE DATA	Tevebaugh	X	X	X	X	X	X		
01 78 39	PROJECT RECORD DOCUMENTS	Tevebaugh	X	X	X	X	X	X		
01 79 00	DEMONSTRATION AND TRAINING	Tevebaugh	X	X	X	X	X	X		
01 83 16	EXTERIOR ENCLOSURE GENERAL REQUIREMENTS	Tevebaugh					X	X		
01 91 13	GENERAL COMMISSIONING REQUIREMENTS	WSP						X		
DIVISION 02 - EXISTING CONDITIONS										
02 15 00	UNDERPINNING AND SHORING	Baker Ingram		X						
02 41 19	SELECTIVE DEMOLITION	Tevebaugh	X							
DIVISION 03 - CONCRETE										
03 20 00	CONCRETE REINFORCING	Verdantas		X	X	X		X		
03 30 00	CAST-IN-PLACE CONCRETE	Baker Ingram		X				X		
03 49 00	GLASS-FIBER-REINFORCED CONCRETE (GFRC)	Tevebaugh					X	X		
03 54 16	HYDRAULIC CEMENT UNDERLAYMENT	Tevebaugh						X		
DIVISION 04 – MASONRY										
04 01 00	BRICK REPAIR	Tevebaugh					X	X		
04 01 10	MASONRY CLEANING	Tevebaugh					X	X		
04 01 41	STONE MASONRY REPAIR	Tevebaugh					X	X		
04 20 00	UNIT MASONRY	Tevebaugh						X		
04 42 00	EXTERIOR STONE CLADDING	Tevebaugh					X			
04 73 13	CALCIUM SILICATE MASONRY VENEER	Tevebaugh					X			
DIVISION 05 – METALS										

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05 01 70	METAL RESTORATION	Tevebaugh					X	X		
05 12 00	STRUCTURAL STEEL FRAMING	Baker Ingram		X				X		
05 31 00	STEEL DECKING	Baker Ingram		X						
05 40 00	COLD-FORMED METAL FRAMING	Tevebaugh					X	X		
05 50 00	METAL FABRICATIONS	Tevebaugh						X		
05 51 00	METAL STAIRS	Tevebaugh						X		
05 53 13	BAR GRATING	Tevebaugh						X		
05 73 13	GLAZED DECORATIVE METAL RAILINGS	Tevebaugh						X		
05 75 00	DECORATIVE FORMED METAL	Tevebaugh						X		
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES										
06 00 50	REPAIR OF EXTERIOR CARPENTRY	Tevebaugh					X	X		
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	Tevebaugh					X	X		
06 10 73	EXTERIOR MISC ROUGH CARPENTRY	Tevebaugh					X	X		
06 16 00	SHEATHING	Tevebaugh					X			
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	Tevebaugh						X		
DIVISION 07 - THERMAL AND MOISTURE PROTECTION										
07 01 50	PREPARATION FOR REROOFING	Tevebaugh					X			
07 11 13	BITUMINOUS DAMPPROOFING	Tevebaugh		X						
07 13 00	WATERPROOFING	Tevebaugh		X			X			
07 16 16	CRYSTALLINE WATERPROOFING	Tevebaugh		X			X			
07 21 00	THERMAL INSULATION	Tevebaugh		X			X	X		
07 21 19	FOAMED IN PLACE INSULATION	Tevebaugh		X			X			
07 21 29	SPRAY APPLIED FIBROUS INSULATION	Tevebaugh					X			
07 27 13	AIR/MOISTURE BARRIERS	Tevebaugh					X			
07 41 14	STANDING-SEAM METAL ROOF AND WALL PANELS	Tevebaugh					X			
07 42 15	INSULATED METAL WALL PANELS	Tevebaugh					X			
07 42 19	ALUMINUM PLATE WALL PANELS	Tevebaugh					X			
07 53 00	SINGLE PLY ROOFING	Tevebaugh					X			
07 56 00	COLD FLUID-APPLIED FLASHING AND TRAFFIC COATING	Tevebaugh					X			
07 62 00	SHEET METAL FLASHING AND TRIM	Tevebaugh					X			
07 62 10	SHEET METAL MAINTENANCE AND REPAIRS	Tevebaugh					X			
07 71 13	MANUFACTURED COPINGS, FASCIAS, AND ROOF SPECIALTIES	Tevebaugh					X			
07 72 00	ROOF ACCESSORIES	Tevebaugh					X	X		
07 81 00	APPLIED FIRE PROTECTION	Tevebaugh						X		
07 84 13	PENETRATION FIRESTOPPING	Tevebaugh						X		
07 84 46	CURTAIN WALL FIRE RESISTANT JOINT SYSTEM	Tevebaugh					X	X		

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07 92 00	JOINT SEALANTS	Tevebaugh					X	X		
07 92 05	EXTERIOR JOINT SEALANT	Tevebaugh					X	X		
07 95 10	EXTERIOR EXPANSION CONTROL	Tevebaugh					X	X		
DIVISION 08 - OPENINGS										
08 01 52	WOOD WINDOWS RESTORATION	Tevebaugh					X	X		
08 11 10	EXTERIOR HOLLOW METAL DOORS AND FRAMES	Tevebaugh					X	X		
08 11 13	INTERIOR HOLLOW METAL DOORS AND FRAMES	Tevebaugh						X		
08 14 16	FLUSH WOOD DOORS	Tevebaugh						X		
08 31 13	ACCESS DOORS AND FRAMES	Tevebaugh						X		
08 36 13	SECTIONAL DOORS	Tevebaugh					X	X		
08 42 13	ALUMINUM-FRAMED ENTRANCES	Tevebaugh					X	X		
08 43 13	GLAZED ALUMINUM STOREFRONT	Tevebaugh					X	X		
08 44 13	GLAZED ALUMINUM CURTAIN WALL	Tevebaugh					X	X		
08 56 53	BULLET-RESISTANT (BR) WINDOWS	Tevebaugh					X	X		
08 71 00	DOOR HARDWARE	Tevebaugh						X		
08 80 10	EXTERIOR GLASS AND GLAZING	Tevebaugh					X	X		
08 83 00	MIRRORS	Tevebaugh						X		
08 91 19	FIXED LOUVERS	Tevebaugh					X	X		
DIVISION 09 - FINISHES										
09 01 90	MAINTENANCE EXTERIOR REPAINTING	Tevebaugh					X	X		
09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	Tevebaugh						X		
09 21 16.23	GYPSUM BOARD SHAFT WALL ASSEMBLY	Tevebaugh						X		
09 22 16	NON-STRUCTURAL METAL FRAMING	Tevebaugh						X		
09 24 00	STUCCO REPLACEMENT	Tevebaugh					X	X		
09 29 00	GYPSUM BOARD	Tevebaugh						X		
09 30 13	TILING	Tevebaugh						X		
09 51 13	ACOUSTICAL CEILINGS	Tevebaugh						X		
09 64 29	WOOD STRIP AND PLANK FLOORING	Tevebaugh						X		
09 65 13	RESILIENT BASE AND ACCESSORIES	Tevebaugh						X		
09 65 19	RESILIENT TILE FLOORING	Tevebaugh						X		
09 66 23	RESINOUS MATRIX TERRAZZO FLOORING	Tevebaugh						X		
09 68 13	TILE CARPETING	Tevebaugh						X		
09 72 00	WALL COVERINGS	Tevebaugh						X		
09 83 00	ACOUSTIC FINISHES	Tevebaugh						X		
09 90 00	PAINTING AND COATING	Tevebaugh						X		
09 96 10	EXTERIOR HIGH PREFORMANCE COATINGS	Tevebaugh					X	X		

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09 96 46	INTUMESCENT PAINTING	Tevebaugh						X		
09 97 26	MINERAL SILICATE COATINGS	Tevebaugh					X	X		
09 97 33	CONCRETE FLOOR SEALER	Tevebaugh						X		
DIVISION 10 - SPECIALTIES										
10 11 00	VISUAL DISPLAY UNITS	Tevebaugh								
10 14 23	PANEL SIGNAGE	Tevebaugh								
10 21 13.14	STAINLESS-STEEL TOILET COMPARTMENTS	Tevebaugh						X		
10 26 00	WALL AND DOOR PROTECTION	Tevebaugh						X		
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	Tevebaugh						X		
10 44 13	FIRE PROTECTION CABINETS	Tevebaugh						X		
10 44 16	FIRE EXTINGUISHERS	Tevebaugh						X		
10 75 16	GROUND-SET FLAGPOLES	Tevebaugh								
10 82 13	METAL SCREEN WALL	Tevebaugh					X	X		
DIVISION 11 - EQUIPMENT										
11 14 00	PEDESTRIAN CONTROL EQUIPMENT	Tevebaugh						X		
11 24 23	MAINTENANCE SAFETY EQUIPMENT	Tevebaugh					X			
DIVISION 12 - FURNISHINGS										
12 24 13	ROLLER WINDOW SHADES	Tevebaugh						X		
12 36 00	COUNTERTOPS	Tevebaugh						X		
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	Tevebaugh						X		
12 59 00	SYSTEMS FURNITURE	Tevebaugh								
DIVISION 13 - SPECIAL CONSTRUCTION – NOT USED										
DIVISION 14 - CONVEYING EQUIPMENT										
14 21 00	CONVEYING EQUIPMENT	Tevebaugh					X			
DIVISION 21 - FIRE SUPPRESSION										
21 00 10	FIRE PROTECTION GENERAL PROVISIONS	WSP						X		
21 00 50	FIRE PROTECTION BASIC MATERIALS AND METHODS	WSP						X		
21 08 00	COMMISSIONING OF FIRE PROTECTION SYSTEMS	WSP						X		
21 10 00	SPRINKLER AND STANDPIPE SYSTEMS	WSP						X		
21 31 13	ELECTRIC-DRIVE, CENTRIFUGAL FIRE PUMPS	WSP						X		

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DIVISION 22 - PLUMBING										
22 00 10	PLUMBING GENERAL PROVISIONS	WSP						X		
22 00 50	PLUMBING BASIC MATERIALS AND METHODS	WSP						X		
22 05 33	HEAT TRACING FOR PLUMBING PIPING	WSP						X		
22 05 93	TESTING, ADJUSTING AND BALANCING FOR PLUMBING SYSTEMS	WSP						X		
22 07 00	PLUMBING PIPING INSULATION	WSP						X		
22 08 00	COMMISSIONING OF PLUMBING SYSTEMS	WSP						X		
22 11 10	PUMPS	WSP						X		
22 13 00	PLUMBING SPECIALTIES	WSP						X		
22 34 00	DOMESTIC WATER HEATERS	WSP						X		
22 42 13	PLUMBING FIXTURES	WSP						X		
DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING										
23 00 10	MECHANICAL GENERAL PROVISIONS	WSP						X		
23 00 50	HVAC BASIC MATERIALS AND METHODS	WSP						X		
23 05 33	HEAT TRACING FOR HVAC PIPING	WSP						X		
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	WSP						X		
23 07 00	MECHANICAL SYSTEMS INSULATION	WSP						X		
23 08 00	COMMISSIONING OF HVAC SYSTEMS	WSP						X		
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC	WSP						X		
23 09 23	GAS INSTRUMENTS	WSP						X		
23 21 23	HYDRONIC PUMPS	WSP						X		
23 25 00	HVAC WATER TREATMENT	WSP						X		
23 29 23	VARIABLE FREQUENCY MOTOR CONTROLLER	WSP						X		
23 33 00	DUCTWORK AND ACCESSORIES	WSP						X		
23 34 00	FANS AND VENTILATORS	WSP						X		
23 36 00	AIR TERMINAL UNITS	WSP						X		
23 52 16	CONDENSING BOILERS	WSP						X		
23 74 16	PACKAGED ROOFTOP UNITS	WSP					X	X		
23 81 00	PACKAGED AND SPLIT SYSTEM AIR CONDITIONING UNITS	WSP						X		
23 82 00	HEATING AND AIR CONDITIONING TERMINAL EQUIPMENT	WSP						X		
DIVISION 26 - ELECTRICAL										
26 00 10	ELECTRICAL GENERAL PROVISIONS	WSP						X		
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	WSP						X		
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	WSP						X		
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	WSP						X		

NOT FOR BID

SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	WSP						X		
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	WSP						X		
26 05 44	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	WSP						X		
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	WSP						X		
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	WSP					X	X		
26 09 23	LIGHTING CONTROL DEVICES	WSP						X		
26 09 43	CENTRALIZED NETWORKABLE LIGHTING CONTROLS	WSP						X		
26 22 00	LOW-VOLTAGE TRANSFORMERS	WSP						X		
26 23 00	LOW-VOLTAGE SWITCHGEAR	WSP					X	X		
26 24 16	PANELBOARDS	WSP						X		
26 25 50	DUAL PURPOSE GENERATOR DOCKING STATION	WSP					X	X		
26 27 26	WIRING DEVICES	WSP						X		
26 28 13	FUSES	WSP						X		
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	WSP						X		
26 29 13	ENCLOSED CONTROLLERS	WSP						X		
26 32 13	ENGINE GENERATORS	WSP					X	X		
26 36 00	TRANSFER SWITCHES	WSP					X	X		
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	WSP						X		
26 51 00	INTERIOR LIGHTING	WSP						X		
26 56 00	EXTERIOR LIGHTING	WSP								
26 83 13	RADIANT-HEATING ELECTRIC CABLES	WSP						X		
DIVISION 27 - COMMUNICATIONS										
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	WSP						X		
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEMS	WSP						X		
27 05 29	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	WSP						X		
27 05 36	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	WSP						X		
27 05 43	UNDERGROUND PATHWAYS AND STRUCTURES FOR COMMUNICATION SYSTEMS	WSP						X		
27 05 44	SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS AND CABLING	WSP						X		
27 05 53	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	WSP						X		
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	WSP						X		
27 11 16	COMMUNICATIONS RACKS, FRAMES, AND ENCLOSURES	WSP						X		

NOT FOR BID

SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8
27 13 23	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	WSP						X		
27 15 13	COMMUNICATIONS COPPER HORIZONTAL CABLING	WSP						X		
27 41 00	AV GENERAL CONDITIONS	SMW								
27 41 16	AUDIOVISUAL SPECIFICATION	SMW								
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY										
28 00 00	ELECTRONIC SAFETY AND SECURITY	SMW								
28 05 13	ELECTRONIC SECURITY CONDUCTORS AND CABLING	SMW								
28 13 26	ACCESS CONTROL FIELD DEVICES	SMW								
28 13 33	ACCESS CONTROL SYSTEM INTERFACES	SMW								
28 23 00	VIDEO SURVEILLANCE	SMW								
28 23 29	VIDEO SURVEILLANCE FIELD DEVICES	SMW								
28 41 00	DIGITAL, ADDRESSABLE FIRE-ALARM & DETECTION SYSTEM	WSP						X		
28 48 00	EMERGENCY RESPONSE SYSTEMS	WSP						X		
28 52 20	SECURITY COMMUNICATION SYSTEMS	SMW								
DIVISION 31 – EARTHWORK										
31 05 13	EARTHWORK	Verdantas			X	X				
31 10 00	SITE CLEARING	Verdantas			X	X				
31 23 16.13	TRENCHING	Verdantas			X	X				
31 60 00	FOUNDATION GROUND MODIFICATION	Verdantas			X					
DIVISION 32 - EXTERIOR IMPROVEMENTS										
32 01 16	FLEXIBLE PAVING REHABILITATION	Verdantas			X	X				
32 05 13	SOILS FOR EXTERIOR IMPROVEMENTS	Verdantas			X	X				
32 11 23	AGGREGATE BASE COURSES	Verdantas			X	X				
32 12 16	ASPHALT PAVING	Verdantas			X	X				
32 13 13	CONCRETE PAVING	Verdantas			X	X				
32 14 16	BRICK UNIT PAVING	Verdantas			X	X				
32 16 23	SIDEWALKS	Verdantas			X	X				
32 17 23	PAVEMENT MARKINGS	Verdantas			X	X				
32 91 13	SOIL PREPARATION	Verdantas			X	X				
32 91 19	LANDSCAPE GRADING	Verdantas			X	X				
32 92 19	LANDSCAPE ACCESSORIES	Verdantas			X	X				
32 92 19	SEEDING	Verdantas			X	X				
32 92 23	SODDING	Verdantas			X	X				
32 93 00	PLANTS	Verdantas			X	X				
32 93 10	SOIL CELL SYSTEM	Verdantas			X	X				

NOT FOR BID

SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8
DIVISION 33 – UTILITIES										
33 01 30.11	TELEVISION INSPECTION OF SEWERS	Verdantas			X	X				
33 05 05.36	VACUUM TESTING	Verdantas			X	X				
33 05 05.41	AIR TESTING	Verdantas			X	X				
33 05 33.16	HDPE DRAINAGE PIPING	Verdantas			X	X				
33 14 17	SITE WATER SERVICE UTILITY LATERALS	Verdantas			X	X				
33 31 00	SANITARY SEWERAGE PIPING	Verdantas			X	X				
33 31 11	PUBLIC SANITARY SEWERAGE GRAVITY PIPING	Verdantas			X	X				
33 42 00	STORMWATER CONVEYANCE	Verdantas			X	X				
DIVISION 34 – TRANSPORTATION – NOT USED										

END OF SECTION

NOT FOR BID

SECTION 00 01 15

LIST OF DRAWING SHEETS

SUBMISSIONS:

1	Bid Pack 1 – Bid Submission	09.25.2023
2	Bid Pack 2 – Bid Submission	02.09.2024
3	Bid Pack 3 – Bid Submission	07.12.2024
4	Bid Pack 2.1 – Bid Submission	04.05.2024
5	Bid Pack 4 – GSS Submission	11.22.2024
6	Bid Pack 2.1A – Bid Submission	07.03.2024
7		
8		

Sections issued for record are annotated with an “X”.
Sections listed without any annotation are anticipated future sections.

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
GENERAL									
CS01.2	COVER SHEET BP2	X	X	X	X	X	X		
CS02.2	DRAWING LIST	X	X	X	X	X	X		
CIVIL									
C001	INDEX SHEET		X		X		X		
C101	EXISTING CONDITIONS/DEMOLITION PLAN				X		X		
C102	DEMOLITION PLAN				X		X		
C201	SITE PLAN				X		X		
C301	UTILITY PLAN				X		X		
C302	STORM PROFILE				X		X		
C303	SANITARY SEWER PLAN				X		X		
C304	SANITARY PROFILES				X		X		
C401	GRADING PLAN				X		X		
C501	SEDIMENT AND STORMWATER INDEX SHEET				X		X		
C502	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN				X		X		
C503	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN				X		X		
C504	CONSTRUCTION DETAILS & NOTES				X		X		
C505	CONSTRUCTION DETAILS & NOTES				X		X		
C506	CONSTRUCTION DETAILS & NOTES				X		X		
C507	CONSTRUCTION DETAILS & NOTES				X		X		
C508	POST-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN				X		X		
C509	POST-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN FACILITY				X		X		

NOT FOR BID

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
C510	POST-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN FACILITY				X		X		
C511	POST-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN				X		X		
C601	SIGNAGE AND STRIPING PLAN				X		X		
C901	CONSTRUCTION DETAILS				X		X		
C902	CONSTRUCTION DETAILS				X		X		
C903	CONSTRUCTION DETAILS				X		X		
C904	CONSTRUCTION DETAILS				X		X		
C905	CONSTRUCTION DETAILS				X		X		
L101	LANDSCAPE PLAN				X		X		
L102	LANDSCAPE PLAN				X		X		
L103	LANDSCAPE PLAN				X		X		
L104	LANDSCAPE PLAN SPECIFICATIONS				X		X		
FM101	FIRE MARSHALL PLAN				X		X		
ENV101	VAPOR MITIGATION PLAN VIEWS		O		X		X		
ENV102	VAPOR MITIGATION PLAN VIEWS		O		X		X		
ENV103	VAPOR MITIGATION PLAN VIEWS		O		X		X		
ENV104	VAPOR MITIGATION PLAN VIEWS		O		X		X		
ENV105	VAPOR MITIGATION PLAN VIEWS		O		X		X		
ENV106	VAPOR MITIGATION DETAILS				X		X		
ENV107	VAPOR MITIGATION DETAILS				X		X		
ENV108	VAPOR MITIGATION DETAILS				X		X		
ENT001	INDEX SHEET				X		X		
ENT002	OVERALL PLAN				X		X		
ENT101	ENTRANCE PLAN - EXISTING PLAN				X		X		
ENT201	ENTRANCE PLAN - CONSTRUCTION PLAN				X		X		
ENT301	UTILITY PLAN				X		X		
ENT401	GRADING PLAN				X		X		
ENT601	STRIPPING PLAN				X		X		
ENT801	SECTIONS PLAN				X		X		
ENT802	SECTIONS PLAN				X		X		
ENT803	SECTIONS PLAN				X		X		
ENT901	ENTRANCE PLAN - DETAILS				X		X		
ENT902	ENTRANCE PLAN - PEDESTRIAN MAINTNANCE OF TRAFFIC PLAN				X		X		
ENT903	TRAFFIC CONTROL PLAN - LONG TERM LANE CLOSURE						X		

STRUCTURAL

S100	STRUCTURAL NOTES		X						
S101	FOUNDATION PLAN		X						
S102	LEVEL 2 FLOOR FRAMING PLAN		X						
S103	LEVEL 3 FLOOR & LOW ROOF FRAMING PLAN		X						

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Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
S104	ROOF FRAMING PLANS		X						
S105	EXISTING BUILDING FRAMING PLANS		X						
S200	EXISTING BUILDING SECTIONS & DETAILS		X						
S200A	EXISTING BUILDING SECTIONS & DETAILS		X						
S201	TYPICAL FOUNDATION SECTIONS & DETAILS		X						
S202	TYPICAL FRAMING SECTIONS & DETAILS		X						
S203	TYPICAL SECTIONS & DETAILS		X						
S301	TYPICAL CONCRETE SECTIONS & DETAILS		X						
S302	TYPICAL STEEL SECTIONS & DETAILS		X						
S303	TYPICAL STAIR AND ELEVATOR SECTIONS & DETAILS		X						
S304	TYPICAL COLD FORMED FRAMING SECTIONS & DETAILS		X						
S305	TYPICAL MASONRY SECTIONS & DETAILS		X						
S400	FOUNDATION DESIGN INFORMATION		X						
ARCHITECTURAL									
D100	SELECTIVE DEMO PLANS	X							
D110	SELECTIVE DEMO REFLECTED CEILING PLANS (RCP)	X							
D201	EXTERIOR ELEVATIONS PHOTOS	X							
D202	INTERIOR PHOTOS	X							
D203	EXTERIOR ELEVATIONS	X							
A001	LIFE SAFETY PLAN - LEVEL 1 & TUNNEL PLAN		X			X			
A002	LIFE SAFETY PLAN - LEVEL 2		X			X			
A003	LIFE SAFETY PLAN - LEVEL 3		X			X			
A004	LIFE SAFETY PLAN - MEZZANINE & ATTIC		X			X			
A040	LIFE SAFETY AND CODE SUMMARY					X			
A050	UL ASSEMBLIES					X			
A051	UL ASSEMBLIES					X			
A052	UL ASSEMBLIES					X			
A053	UL ASSEMBLIES					X			
A070	INTERIOR PARTITION TYPES					X			
A071	CMU PARTITION DETAILS					X			
A091	ARCHITECTURAL SITE PLAN		X	X	X	X	X		
A092	ARCHITECTURAL SITE DETAILS		X	X	X	X	X		
A093	ARCHITECTURAL SITE DETAILS		X	X	X	X	X		
A094	EXTERIOR DOOR, GATE & FENCE DETAILS			X	X	X	X		
A095	SITE DETAILS					X			
A101	FLOOR PLAN – LEVEL 1		X	X	X	X	X		
A101A	FLOOR PLAN - LEVEL 1 – EDGE OF SLAB & FOUNDATION TREATMENT		X	X	X		X		
A101B	FLOOR PLAN - LEVEL 1 - DIMENSIONING PLAN					X			
A102	FLOOR PLAN – LEVEL 2		X	X		X			
A102A	FLOOR PLAN - LEVEL 2 - EDGE OF SLAB		X	X					

NOT FOR BID

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
A102B	FLOOR PLAN - LEVEL 2 - DIMENSIONING PLAN					X			
A103	FLOOR PLAN – LEVEL 3		X	X		X			
A103A	FLOOR PLAN - LEVEL 3 - EDGE OF SLAB		X	X					
A103B	FLOOR PLAN - LEVEL 3 - DIMENSIONING PLAN					X			
A104	ROOF & MEZZANINE PLANS		X	X		X			
A105	UPPER ROOF & ATTIC PLANS		X	X		X			
A111	REFLECTED CEILING PLAN - LEVEL 1					X			
A112	REFLECTED CEILING PLAN - LEVEL 2					X			
A113	REFLECTED CEILING PLAN - LEVEL 3					X			
A114	REFLECTED CEILING PLAN - TUNNEL, MEZZANINE, AND TOWER LEVEL					X			
A201	BUILDING ELEVATIONS		X	X	X	X	X		
A202	BUILDING ELEVATIONS		X	X	X	X	X		
A203	BUILDING ELEVATION DETAILS			X					
A204	EXISTING BUILDING ELEVATIONS – DEMOLITION			X					
A205	EXISTING BUILDING ELEVATIONS – NEW CONSTRUCTION		X	X		X			
A301	BUILDING SECTIONS		X	X		X			
A302	BUILDING SECTIONS		X	X		X			
A303	BUILDING SECTIONS		X	X		X			
A304	RTU CURB ROOF SECTION		X	X					
A310	EXTERIOR WALL ASSEMBLIES		X	X					
A311	WALL SECTIONS		X	X	X	X	X		
A312	WALL SECTIONS		X	X	X	X	X		
A313	WALL SECTIONS		X	X	X	X	X		
A314	WALL SECTIONS		X	X	X	X	X		
A315	WALL SECTIONS		X	X	X	X	X		
A316	WALL SECTIONS AND DETAILS		X	X		X			
A321	WALL SECTION DETAILS		X	X	X	X	X		
A322	WALL SECTION DETAILS		X	X		X			
A323	WALL SECTION DETAILS			X		X			
A324	WALL SECTION DETAILS			X		X			
A325	EXPANSION JOINT DETAILS			X					
A326	EXPANSION JOINT DETAILS			X					
A327A	TYPICAL ENCLOSURE DETAILS			X		X			
A327B	TYPICAL ENCLOSURE DETAILS			X		X			
A331	TUNNEL/FOUNDATION - EXTERIOR WALL PLAN DETAILS		X	X					
A332	EXTERIOR WALL PLAN DETAILS		X	X					
A333	EXTERIOR WALL PLAN DETAILS		X	X					
A334	EXTERIOR WALL PLAN DETAILS			X					
A340	ELEVATIONS - ROOF SCREEN & METAL PANEL CLADDING		X	X					
A341	ROOF DETAILS		X	X					

NOT FOR BID

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
A342	EXISTING ROOF RENOVATION DETAILS		X	X		X			
A343	HISTORICAL BALCONY DETAILS		X	X					
A401	ENLARGED PLANS - LOBBY					X			
A402	ENLARGED PLANS - LOBBY					X			
A403	ENLARGED PLANS - LOBBY					X			
A404	ENLARGED ELEVATIONS - LOBBY					X			
A405	ENLARGED ELEVATIONS - LOBBY					X			
A411	ENLARGED PLANS & ELEVATIONS - HEARING ROOM					X			
A412	ENLARGED PLANS - COURTROOM					X			
A413	ENLARGED ELEVATIONS - COURTROOM					X			
A421	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 01					X			
A422	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 02					X			
A423	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 02 Cont.					X			
A424	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 03					X			
A425	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 03 Cont.					X			
A426	CASEWORK ENLARGED PLANS & ELEVATIONS					X			
A427	CASEWORK ENLARGED PLANS & ELEVATIONS					X			
A428	CASEWORK ENLARGED PLANS & ELEVATIONS					X			
A430	ENLARGED PLANS - EXISTING BUILDING					X			
A431	EXISTING INTERIOR ELEVATIONS					X			
A432	EXISTING INTERIOR ELEVATIONS					X			
A433	EXISTING INTERIOR ELEVATIONS					X			
A434	EXISTING INTERIOR ELEVATIONS					X			
A435	EXISTING INTERIOR ELEVATIONS & SECTIONS					X			
A501	MILLWORK PLANS & ELEVATIONS					X			
A502	MILLWORK PLANS & ELEVATIONS					X			
A503	MILLWORK PLANS & ELEVATIONS					X			
A511	MILLWORK SECTIONS					X			
A512	MILLWORK SECTIONS					X			
A513	MILLWORK DETAILS					X			
A521	CEILING DETAILS					X			
A522	CEILING DETAILS					X			
A523	CEILING DETAILS					X			
A524	CEILING DETAILS - EXISTING BUILDING - LEVEL 01					X			
A525	CEILING DETAILS - EXISTING BUILDING - LEVEL 02					X			
A526	CEILING DETAILS - EXISTING BUILDING - LEVEL 03					X			
A527	CEILING DETAILS - EXISTING BUILDING - NELSON					X			
A528	TYPICAL CEILING DETAILS					X			
A529	CEILING DETAILS					X			

NOT FOR BID

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
A531	INTERIOR WALL DETAILS					X			
A532	INTERIOR WALL DETAILS					X			
A551	INTERIOR COLUMN ENCLOUSRES					X			
A552	INTERIOR COLUMN ENCLOUSRES					X			
A553	INTERIOR COLUMN ENCLOUSRES					X			
A554	INTERIOR COLUMN ENCLOUSRES					X			
A555	INTERIOR ENLARGED PLAN DETAILS					X			
A601A	EXTERIOR DOOR TYPES, SCHEDULE & DETAILS		X	X		X			
A601B	EXTERIOR DOOR DETAILS		X	X		X			
A602A	INTERIOR DOOR SCHEDULE & DETAILS					X			
A602B	INTERIOR DOOR DETAILS					X			
A602C	INTERIOR DOOR DETAILS – EXISTING					X			
A603	WINDOW / CURTAIN WALLS / STOREFRONT TYPES			X					
A604	WINDOW DETAILS - EXTERIOR			X		X			
A605	WINDOW DETAILS - EXTERIOR			X		X			
A606	WINDOW DETAILS - EXTERIOR			X		X			
A607A	EXISTING OPENING DETAILS			X		X			
A607B	EXISTING OPENING DETAILS			X		X			
A615	WINDOW SCHEDULE & DETAILS - INTERIOR					X			
A616	INTERIOR WINDOW TYPES					X			
A701	STAIR A ENLARGED PLANS & SECTIONS		X	X		X			
A702	STAIR A - SECTIONS		X	X		X			
A703	STAIR B ENLARGED PLANS & SECTIONS		X	X		X			
A704	STAIR C ENLARGED PLANS, SECTIONS & DETAILS		X	X		X			
A705	STAIR DETAILS		X	X	X	X	X		
A706	HOISTWAY 'A' PLANS & SECTIONS		X	X		X			
A707	HOISTWAY 'B' PLANS & SECTIONS		X	X		X			
A708	ELEVATOR DETAILS		X	X		X			
A709	RAMPS & EGRESS DOOR DETAILS			X		X			
A710	ENLARGED PLAN & SECTIONS - GRAND STAIR					X			
A711	GRAND STAIR DETAILS					X			
A801	FINISH PLAN - LEVEL 1					X			
A802	FINISH PLAN - LEVEL 2					X			
A803	FINISH PLAN - LEVEL 3					X			
A804	FINISH PLAN - LEVEL MEZZANINE					X			
A805	ROOM FINISH SCHEDULE					X			
A820	FINISH LEGEND & DETAILS					X			
A822	CASEWORK SECTIONS					X			
A823	CASEWORK SECTIONS					X			

MECHANICAL

NOT FOR BID

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
MPP001	MECHANICAL LEGEND, CONVENTIONS, AND ABBREVIATIONS			X					
MPP118	FLOOR PLAN - OVERALL ROOF - NEW WORK - HVAC PRE-PURCHASE			X					
MPP603	MECHANICAL SCHEDULES PRE-PURCHASE			X					
MPP703	MECHANICAL ATC PRE-PURCHASE			X					
M000	MECHANICAL LEGEND, CONVENTIONS, AND ABBREVIATIONS					X			
M011	FLOOR PLAN - LEVEL 1 - REMOVAL WORK - HVAC					X			
M012	FLOOR PLAN - LEVEL 2 - REMOVAL WORK - HVAC					X			
M013	FLOOR PLAN - LEVEL 3 - REMOVAL WORK - HVAC					X			
M014	FLOOR PLAN - LEVEL 4 - REMOVAL WORK - HVAC					X			
M015	FLOOR PLAN - ATTIC - REMOVAL WORK - HVAC					X			
M111.A	PART FLOOR PLAN - TUNNEL AND LEVEL 1 - NEW WORK - HVAC					X			
M111.B	PART FLOOR PLAN - LEVEL 1 - NEW WORK - HVAC					X			
M111.D	PART FLOOR PLAN - LEVEL 1 - NEW WORK - HVAC					X			
M112.A	PART FLOOR PLAN - LEVEL 2 - NEW WORK - HVAC					X			
M112.B	PART FLOOR PLAN - LEVEL 2 - NEW WORK - HVAC					X			
M112.C	PART FLOOR PLAN - LEVEL 2 - NEW WORK - HVAC					X			
M112.D	PART FLOOR PLAN - LEVEL 2 - NEW WORK - HVAC					X			
M113.A	PART FLOOR PLAN - LEVEL 3 - NEW WORK - HVAC					X			
M113.B	PART FLOOR PLAN - LEVEL 3 - NEW WORK - HVAC					X			
M113.C	PART FLOOR PLAN - LEVEL 3 - NEW WORK - HVAC					X			
M113.D	PART FLOOR PLAN - LEVEL 3 - NEW WORK - HVAC					X			
M114	FLOOR PLAN - LEVEL 4 - NEW WORK - HVAC					X			
M115	FLOOR PLAN - ATTIC - NEW WORK - HVAC					X			
M116	PART FLOOR PLAN - ROOF - NEW WORK - HVAC					X			
M117	FLOOR PLAN - OVERALL ROOF - NEW WORK - HVAC					X			
M501	MECHANICAL DETAILS					X			
M502	MECHANICAL DETAILS					X			
M601	MECHANICAL SCHEDULES					X			
M602	MECHANICAL SCHEDULES					X			
M701	MECHANICAL ATC					X			
M702	MECHANICAL ATC					X			
M801	MECHANICAL RISERS					X			
M802	MECHANICAL RISERS					X			

ELECTRICAL

EPP000	ELECTRICAL LEGEND, CONVENTIONS, AND ABBREVIATIONS			X					
EPP401	PART PLANS - FIRST FLOOR - NEW WORK - ELECTRICAL			X					
EPP402	FLOOR PLAN - OVERALL ROOF - NEW WORK - ELECTRICAL PREPURCHASE			X					

NOT FOR BID

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
EPP701	ELECTRICAL SINGLE LINE DIAGRAM AND SCHEDULES			X					
E000	ELECTRICAL LEGEND, CONVENTIONS, AND ABBREVIATIONS					X			
E001	FLOOR PLAN - LEVEL 1 - REMOVAL WORK - ELECTRICAL								
E002	FLOOR PLAN - LEVEL 2 - REMOVAL WORK - ELECTRICAL								
E003	FLOOR PLAN - LEVEL 3 - REMOVAL WORK - ELECTRICAL								
E004	FLOOR PLAN - LEVEL 4 - REMOVAL WORK - ELECTRICAL								
E005	FLOOR PLAN - ATTIC - REMOVAL WORK - ELECTRICAL								
E100	SITE PLAN - NEW WORK - ELECTRICAL								
E101.A	PART FLOOR PLAN - TUNNEL AND LEVEL 1 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E101.B	PART FLOOR PLAN - LEVEL 1 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E101.D	PART FLOOR PLAN - LEVEL 1 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E102.A	PART FLOOR PLAN - LEVEL 2 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E102.B	PART FLOOR PLAN - LEVEL 2 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E102.C	PART FLOOR PLAN - LEVEL 2 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E102.D	PART FLOOR PLAN - LEVEL 2 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E103.A	PART FLOOR PLAN - LEVEL 3 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E103.B	PART FLOOR PLAN - LEVEL 3 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E103.C	PART FLOOR PLAN - LEVEL 3 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E103.D	PART FLOOR PLAN - LEVEL 3 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E104	FLOOR PLAN - LEVEL 4 - NEW WORK - LIGHTING AND FIRE ALARM					X			
E105	PART FLOOR PLAN - ATTIC - NEW WORK - LIGHTING AND FIRE ALARM					X			
E106	PART FLOOR PLAN - ROOF - NEW WORK - LIGHTING AND FIRE ALARM					X			
E111.A	PART FLOOR PLAN - TUNNEL AND LEVEL 1 - NEW WORK - POWER AND					X			
E111.B	COMMUNICATIONS					X			
E111.D	PART FLOOR PLAN - LEVEL 1 - NEW WORK - POWER AND COMMUNICATIONS					X			
E112.A	PART FLOOR PLAN - LEVEL 1 - NEW WORK - POWER AND COMMUNICATIONS					X			
E112.B	PART FLOOR PLAN - LEVEL 2 - NEW WORK - POWER AND COMMUNICATIONS					X			
E112.C	PART FLOOR PLAN - LEVEL 2 - NEW WORK - POWER AND COMMUNICATIONS					X			
E112.D	PART FLOOR PLAN - LEVEL 2 - NEW WORK - POWER AND COMMUNICATIONS					X			

NOT FOR BID

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
E113.A	PART FLOOR PLAN - LEVEL 2 - NEW WORK - POWER AND COMMUNICATIONS					X			
E113.B	PART FLOOR PLAN - LEVEL 3 - NEW WORK - POWER AND COMMUNICATIONS					X			
E113.C	PART FLOOR PLAN - LEVEL 3 - NEW WORK - POWER AND COMMUNICATIONS					X			
E113.D	PART FLOOR PLAN - LEVEL 3 - NEW WORK - POWER AND COMMUNICATIONS					X			
E114	PART FLOOR PLAN - LEVEL 3 - NEW WORK - POWER AND COMMUNICATIONS					X			
E115	FLOOR PLAN - LEVEL 4 - NEW WORK - POWER AND COMMUNICATIONS					X			
E116	FLOOR PLAN - ATTIC - NEW WORK - POWER AND COMMUNICATIONS					X			
E117	FLOOR PLAN - OVERALL ROOF - NEW WORK - ELECTRICAL					X			
E301	SITE PLAN - NEW WORK - ELECTRICAL					X			
E401	PART PLANS -NEWWORK -ELECTRICAL					X			
E402	ELECTRICAL -CONDUIT PLANS -STAIR A					X			
E403	ELECTRICAL -CONDIUT PLANS -STAIR B					X			
E404	ELECTRICAL -CONDUIT PLANS -STAIR C					X			
E501	ELECTRICAL SINGLE LINE DIAGRAM					X			
E601	ELECTRICAL DETAILS -SITE PLAN DETAILS					X			
E602	ELECTRICAL DETAILS -EQUIPMENT DETAILS					X			
E603	ELECTRICAL DETAILS					X			
E604	ELECTRICAL DETAILS -LIGHTING DETAILS					X			
E605	ELECTRICAL DETAILS -LIGHTING DETAILS					X			
E606	ELECTRICAL DETAILS -LIGHTING DETAILS					X			
E607	ELECITRCAL DETAILS -FIRE ALARM DETAILS					X			
E701	ELECTRICAL SCHEDULES					X			
E702	ELECTRICAL SCHEDULES					X			
E703	ELECTRICAL SCHEUDLES					X			
E704	ELECTRICAL SCHEDULES					X			
E705	ELECTRICAL SCHEDULES					X			

PLUMBING

P000	PLUMBING LEGEND, CONVENTIONS, AND ABBREVIATIONS					X			
P001	FLOOR PLAN - LEVEL 1 - REMOVAL WORK - PLUMBING								
P002	FLOOR PLAN - LEVEL 2 - REMOVAL WORK - PLUMBING								
P003	FLOOR PLAN - LEVEL 3 - REMOVAL WORK - PLUMBING								
P004	FLOOR PLAN - LEVEL 4 - REMOVAL WORK - PLUMBING								
P005	FLOOR PLAN - ATTIC - REMOVAL WORK - PLUMBING								
P100.A	PART FLOOR PLAN - TUNNEL AND UNDERSLAB - NEW WORK - PLUMBING					X			
P100.B	PART FLOOR PLAN - UNDERSLAB - NEW WORK - PLUMBING					X			

NOT FOR BID

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8
P100.C	PART FLOOR PLAN - UNDERSLAB - NEW WORK - PLUMBING					X			
P100.D	PART FLOOR PLAN - UNDERSLAB - NEW WORK - PLUMBING					X			
P101.A	PART FLOOR PLAN - LEVEL 1 - NEW WORK - PLUMBING					X			
P101.B	PART FLOOR PLAN - LEVEL 1 - NEW WORK - PLUMBING					X			
P101.D	PART FLOOR PLAN - LEVEL 1 - NEW WORK - PLUMBING					X			
P102.A	PART FLOOR PLAN - LEVEL 2 - NEW WORK - PLUMBING					X			
P102.B	PART FLOOR PLAN - LEVEL 2 - NEW WORK - PLUMBING					X			
P102.C	PART FLOOR PLAN - LEVEL 2 - NEW WORK - PLUMBING					X			
P102.D	PART FLOOR PLAN - LEVEL 2 - NEW WORK - PLUMBING					X			
P103.A	PART FLOOR PLAN - LEVEL 3 - NEW WORK - PLUMBING					X			
P103.B	PART FLOOR PLAN - LEVEL 3 - NEW WORK - PLUMBING					X			
P103.C	PART FLOOR PLAN - LEVEL 3 - NEW WORK - PLUMBING					X			
P103.D	PART FLOOR PLAN - LEVEL 3 - NEW WORK - PLUMBING					X			
P104	FLOOR PLAN -LEVEL 4 -NEW WORK -PLUMBING					X			
P105	FLOOR PLAN -ATTIC -NEW WORK PLUMBING					X			
P106	PART FLOOR PLAN - ROOF - NEW WORK - PLUMBING					X			
P107	FLOOR PLAN - OVERALL ROOF - NEW WORK - PLUMBING					X			
P501	PLUMBING DETAILS					X			
P601	PLUMBING SCHEDULES					X			
P701	PLUMBING RISERS					X			

FIRE PROTECTION

FP000	FIRE PROTECTION LEGEND, CONVENTIONS, AND ABBREVIATIONS					X			
FP101	FLOOR PLAN - LEVEL 1 - NEW WORK - FIRE PROTECTION					X			
FP102	FLOOR PLAN - LEVEL 2 - NEW WORK - FIRE PROTECTION					X			
FP103	FLOOR PLAN - LEVEL 3 - NEW WORK - FIRE PROTECTION					X			
FP104	FLOOR PLAN - LEVEL 4 - NEW WORK - FIRE PROTECTION					X			
FP105	FLOOR PLAN - ATTIC - NEW WORK - FIRE PROTECTION					X			
FP106	PART FLOOR PLAN - NEW WORK - DETAILS					X			

TECHNOLOGY

TA000	AUDIO VISUAL LEGEND					X			
TA001	AUDIOVISUAL SCHEDULES					X			
TA101	AUDIOVISUAL OVERALL PLAN - LEVEL 1					X			
TA102	AUDIOVISUAL OVERALL PLAN - LEVEL 2					X			
TA103	AUDIOVISUAL OVERALL PLAN - LEVEL 3					X			
TA104	AUDIOVISUAL OVERALL PLAN - ROOF					X			

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TA201	AUDIOVISUAL OVERAL RCP - LEVEL 1					X			
TA202	AUDIOVISUAL OVERAL RCP - LEVEL 2					X			
TA203	AUDIOVISUAL OVERALL RCP - LEVEL 3					X			
TA301	AUDIOVISUAL ENLARGED PLANS - LEVEL 1					X			
TA302	AUDIOVISUAL ENLARGED PLANS - LEVEL 2					X			
TA303	AUDIOVISUAL ENLARGED PLANS - SEMINAR					X			
TA304	AUDIOVISUAL ENLARGED PLANS - COURTROOM					X			
TA305	AUDIOVISUAL ENLARGED PLANS - LEVEL 3					X			
TY000	SECURITY LEGEND					X			
TY100	SECURITY OVERALL PLAN - TUNNEL					X			
TY101	SECURITY OVERALL PLAN - LEVEL 1					X			
TY102	SECURITY OVERALL PLAN - LEVEL 2					X			
TY103	SECURITY OVERALL PLAN - LEVEL 3					X			
TY104	SECURITY OVERALL PLAN - ROOF					X			
TY501	SECURITY DETAILS					X			
TY502	SECURITY DETAILS					X			

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INVITATION TO BID

Sealed bids for OMB/DFM Contract No. MJ0217000003-BP4, **will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, at 122 Martin Luther King Jr. S, Dover, Delaware 19901 until 1:30 PM local time on** February 25, **2025**, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

4.1:	Interior Masonry	4.12:	Miscellaneous Concrete
4.2:	Miscellaneous Metals, Stairs, and Rails	4.13:	Painting
4.3:	Carpentry and General Works	4.14:	Roller Window Shades
4.4:	Drywall and Interior Metal Framing	4.15:	Custom Millwork
4.5:	Fireproofing and Intumescent Paint	4.16:	Manufactured Casework
4.6:	Curtain Wall/Glazing/Storefronts	4.17:	Fire Protection
4.7:	Ceramic Tiling	4.18:	Plumbing
4.8:	Acoustical and Specialty Ceilings	4.19:	HVAC and Controls
4.9:	Flooring	4.20:	Testing, Adjusting, and Balancing
4.10:	General Labor and Cleanup	4.21:	Electrical, Lighting, and Fire Alarm Systems
4.11:	Resinous Matrix Terrazzo Flooring		

A **MANDATORY** Pre-Bid Meeting will be held on February 4 **2025 , at 2:00 PM at Carvel State Office Building – Carvel Auditorium 820 N. French Street, Wilmington, DE 19801.** for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Division of Facilities Management, 122 Martin Luther King Jr. Blvd S. Dover, Delaware, 19901.The outer envelope should clearly indicate: "OMB/DFM CONTRACT NO. MJ0217000003-BP4 CUSTOMS HOUSE RENOVATION AND ADDITION BID PACK 4 – THE CONTRACT NUMBER YOU ARE BIDDING - SEALED BID - DO NOT OPEN"

Bid documents will be available on the EDiS FTP site. In order to obtain access to biddable documents on the EDiS FTP site, bidders must download and complete the Plans Request form from http://bids.delaware.gov, and submit to: planrequests@delaware.gov for approval. Once the plans request is approved and you want to receive the biddable plans submit your request for access to the FTP site via email to Mary Tickle at mtickle@ediscompany.com. Your request should include the following information: your company name, contact name, contracts you are bidding, email address, and phone number.
Please contact EDiS Company, Shawn David at 302-553-1227 or sdavid@ediscompany.com with questions.

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. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days' notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

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INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. GENERAL

2. BIDDER'S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

1.23 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term “custom fabrication” means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

ARTICLE 2: BIDDER'S REPRESENTATION

2.1 PRE-BID MEETING

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

2.2 By submitting a Bid, the Bidder represents that:

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

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

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

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

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

3.3 SUBSTITUTIONS

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

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

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

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

3.4 ADDENDA

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

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

3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

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

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

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

4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon

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the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

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

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

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid

NOT FOR BID

specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

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

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

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

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

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

4.7 PREVAILING WAGE REQUIREMENT

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

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, 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

NOT FOR BID

payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.7.3 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

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

4.8 SUBMISSION OF BIDS

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

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

NOT FOR BID

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.

NOT FOR BID

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

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

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

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

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

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

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

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

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

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.

NOT FOR BID

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

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

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

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

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

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

NOT FOR BID

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

END OF SECTION

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SECTION 00 31 24

ENVIRONMENTAL AND EXISTING CONDITIONS INFORMATION

1.1 ENVIRONMENTAL NARRATIVE

A. This Document with its referenced attachments is part of the environmental and brownfield investigation Information provided by the Civil Engineer.

1.2 ASBESTOS AND LEAD REPORT

A. This Document includes the Asbestos and Lead Report performed for and coordinated by the Civil Engineer.

1.3 FLOW TEST

A. This Document includes the hydrant flow test performed for the existing building and site.

END OF SECTION

Custom House Site Environmental Narrative

Verdantas has completed a Brownfield Investigation (BFI) of the site and has completed a Supplemental Delineation sampling event for soil vapor exceedances reported in the on-site parking lot. Both reports have been submitted to DNREC for review and we are awaiting their comments. Once the reports receive final approval we will assist DNREC in developing and publishing a Proposed Plan of Remedial Action (PPRA) outlining the remedial actions required to be implemented at the site.

During completion of the BFI, shallow soil (0-2 feet below ground surface (bgs)) and deep soil (greater than 2 feet bgs) were found to contain metals and semi-volatile organic compounds (SVOCs) at concentrations exceeding DNREC Screening Levels. Additionally, during the BFI and the Supplemental Delineation sampling event, concentrations of volatile organic compounds (VOCs), specifically dichlorodifluoromethane and tetrachloroethene (PCE), exceeding DNREC Screening Levels were found in soil vapor points located within and along the periphery of the on-site parking lot.

Based on the findings of the BFI and Supplemental Delineation, we anticipate that DNREC will require the following remedial actions when a PPRA is developed:

- **Soil Management & Off-Site Disposal** – Soils present at the site pose an unacceptable cancer risk under a residential use scenario. Therefore, any soil excavated during site construction activities that cannot remain on-site will need to be transported to a DNREC approved facility (e.g. CleanEarth) for disposal. This would include soils generated from excavation of foundations, utilities, rammed aggregate piers, etc.

  Verdantas personnel will provide HSCA oversight and reporting services related to soil management during site construction. Verdantas will prepare a Remedial Action Work Plan (RAWP) that details how the required remedial actions at the site will be implemented, including soil excavation and disposal. DNREC will require that soil excavation, handling, transportation, and disposal be conducted in accordance with a Contaminated Materials Management Plan (CMMP), to be prepared by Verdantas. Due to the anticipated presence of construction debris within the fill material to be excavated, the soil will likely first need to be transported to an off-site location for staging and screening prior to transportation to the disposal facility, which will require coordination and approval from DNREC.

  Soil characterization sampling will likely be required by the disposal facility prior to transportation of the soil for disposal. The analyses and rate of characterization sampling will depend on disposal facility requirements. Additionally, any fill material imported onto the site will need to be sampled in accordance with DNREC's Soil Reuse Policy, and approved by DNREC, prior to transportation onto the site.

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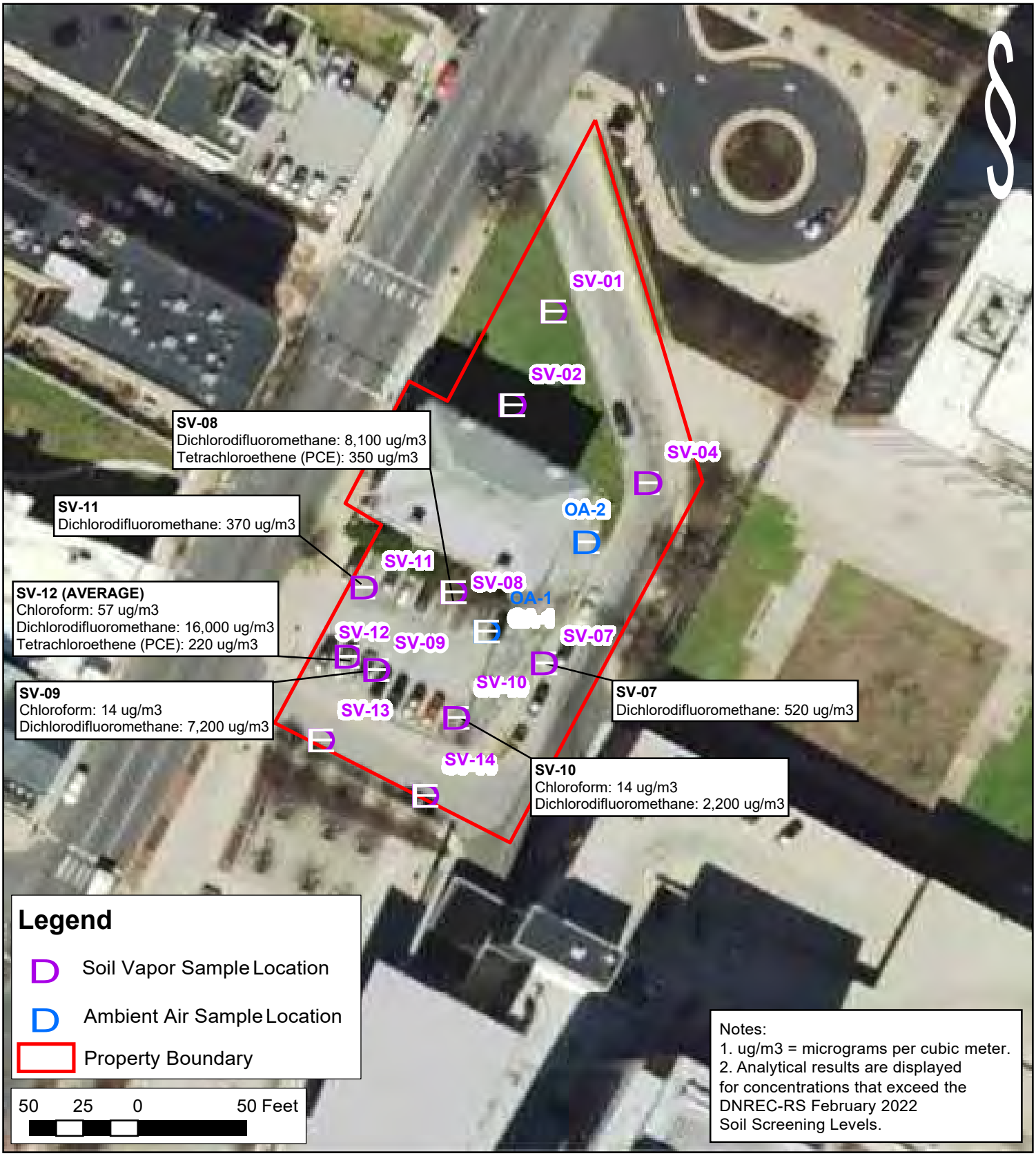
- **Soil Vapor Mitigation** – Due to the presence of VOCs in soil vapor within and surrounding the on-site parking lot and uncertainty regarding the off-site source location of the VOCs, DNREC will require that a vapor barrier and passive ventilation system (PVS) be installed in the location of any newly constructed buildings. The vapor barrier and PVS will need to be installed in accordance with DNREC's Vapor Intrusion Pathway Guidance, dated January 2023, and Vapor Barrier Design Checklist, dated June 2021.

  Sub-slab soil gas and indoor air samples that have been collected from within the existing Customs House building have not identified a vapor intrusion issue, and therefore, retrofitting of the existing building may not be a requirement of DNREC in the PPRA. However, due to the uncertainty regarding the source of the exterior soil vapor exceedances and locations of proposed new structures, the client may consider proactively retrofitting the existing Customs House building with a vapor barrier and PVS.

- **Additional PPRA Requirements** – Several additional requirements, not specifically related to site construction will likely also be required in the PPRA including:
  - Placement of an Environmental Covenant to prohibit future residential use of the site;
  - Development and implementation of a Long-Term Stewardship Plan to monitor the effectiveness of the vapor barrier, PVS, and retrofit remedies which would involve quarterly to annual inspections and reporting to DNREC; and
  - Submission of a Remedial Action Completion Report and request for a Certification of Completion of Remedy.

See following pages with soil contamination exceedances.

NOT FOR BID



DATE: 10/2022

SCALE: AS SHOWN

PROJECT NO. 11506.EC

FIGURE 2

ELEVATED SUBSTANCE CONCENTRATIONS: SOIL VAPOR AND AMBIENT AIR SAMPLES

SUPPLEMENTAL DELINEATION

516 N. King Street & Alico Road Site (DE-0371)

WILMINGTON~NEW CASTLE COUNTY~DELAWARE

NOT FOR BID

DESIGNED BY: KLS

DRAWN BY: KLS

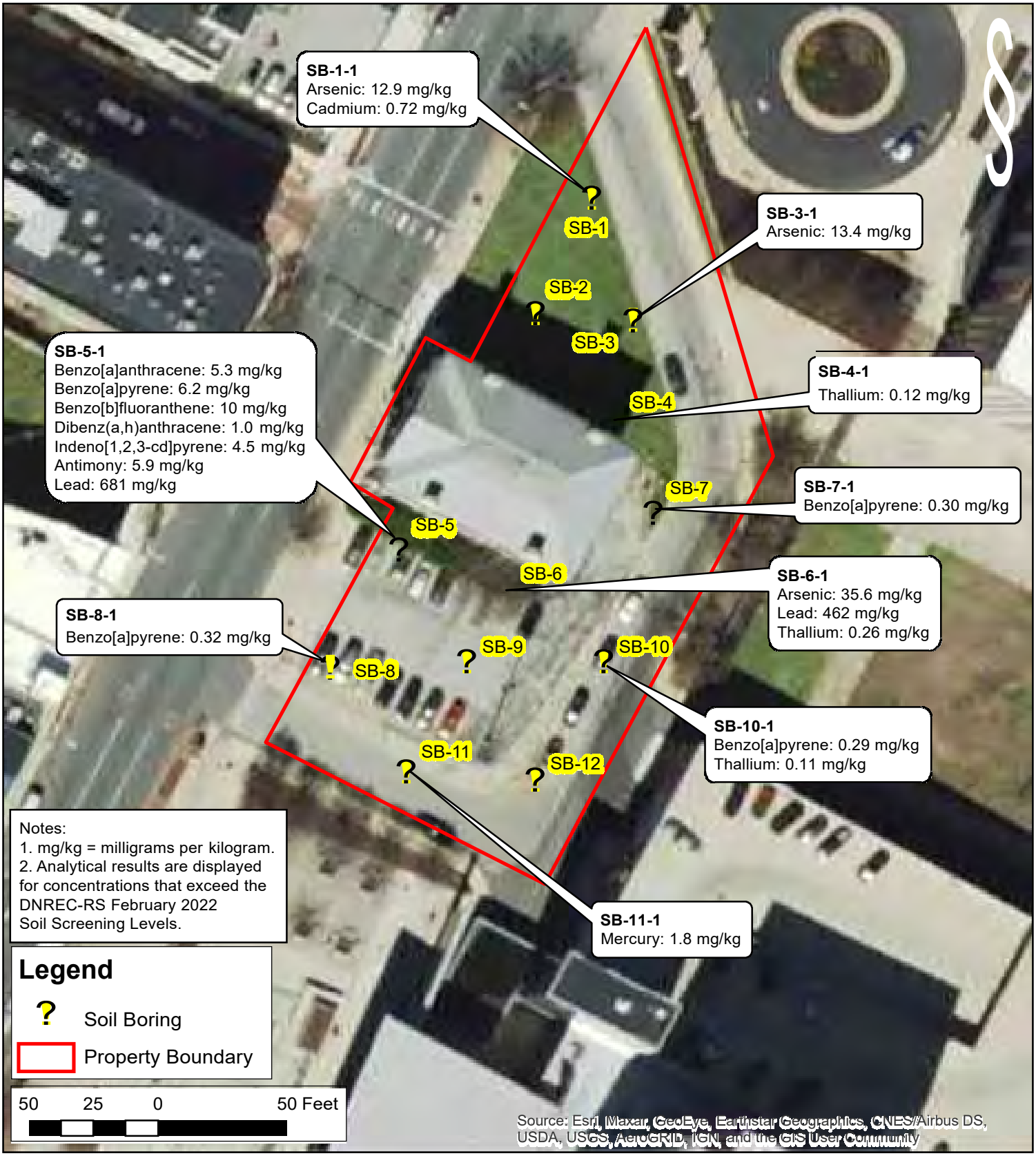
CHECKED BY: RBS

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DUFFIELD ASSOCIATES, INC.
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WILMINGTON, DE 19808-1232
TEL. (302)239-6634
FAX (302)239-8485

OFFICES IN PENNSYLVANIA, SOUTHERN DELAWARE, MARYLAND AND NEW JERSEY

EMAIL: DUFFIELD@DUFFNET.COM



DATE: 04/2022

SCALE: AS SHOWN

PROJECT NO. 11506.EC

FIGURE 5

FIGURE 5: ELEVATED SUBSTANCE CONCENTRATIONS - SHALLOW SOIL

BROWNFIELD REMEDIAL INVESTIGATION

516 N. King Street & Alico Road Site (DE-0371)

WILMINGTON~NEW CASTLE COUNTY~DELAWARE

DESIGNED BY: KLS

DRAWN BY: KLS

CHECKED BY: RBS

FILE: 11506.EC.ShallowSoil_Exceedances.mxd

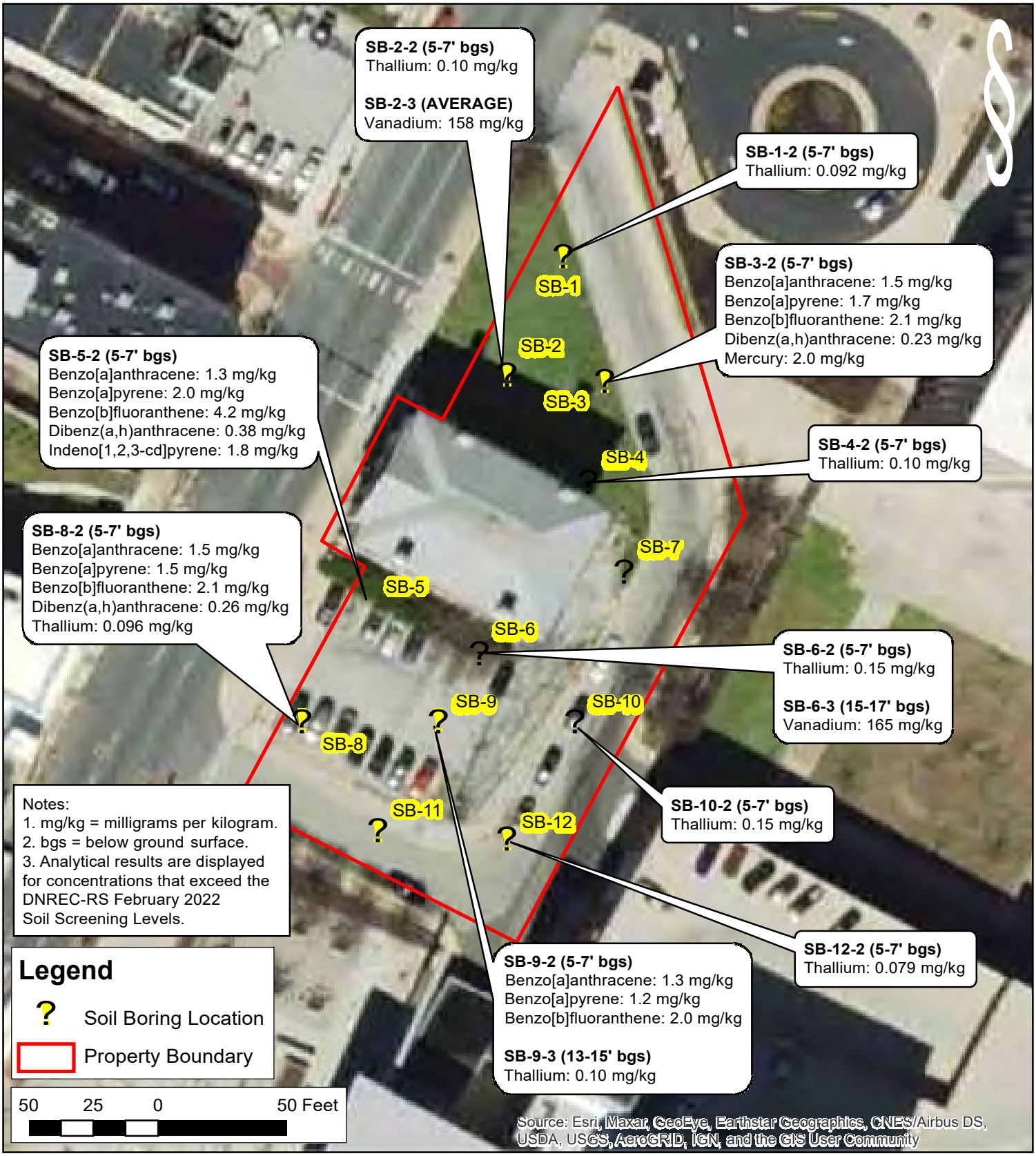
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NOT FOR BID



DATE: 04/2022

SCALE: AS SHOWN

PROJECT NO. 11506.EC

FIGURE 6

FIGURE 6: ELEVATED SUBSTANCE CONCENTRATIONS - DEEP SOIL

BROWNFIELD REMEDIAL INVESTIGATION

516 N. King Street & Alico Road Site (DE-0371)

WILMINGTON~NEW CASTLE COUNTY~DELAWARE

DESIGNED BY: KLS

DRAWN BY: KLS

CHECKED BY: RBS

FILE: 11506.EC.Deep_Soil_Exceedances.mxd

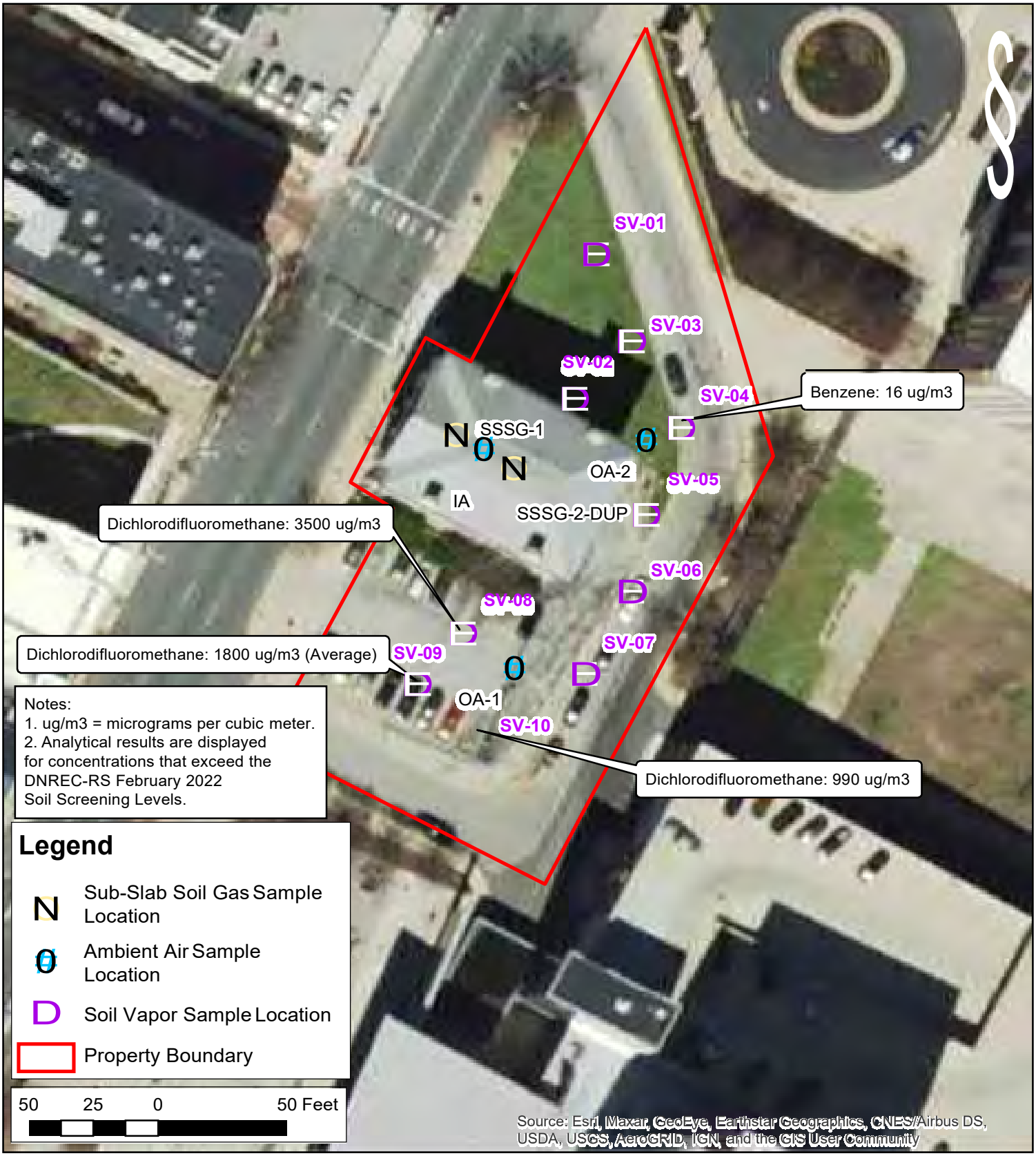
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NOT FOR BID



DATE: 04/2022

SCALE: AS SHOWN

PROJECT NO. 11506.EC

FIGURE 7

FIGURE 7: ELEVATED SUBSTANCE CONCENTRATIONS - SOIL VAPOR

BROWNFIELD REMEDIAL INVESTIGATION

516 N. King Street & Alico Road Site (DE-0371)

WILMINGTON~NEW CASTLE COUNTY~DELAWARE

DESIGNED BY: KLS

DRAWN BY: KLS

CHECKED BY: RBS

FILE: 11506.EC.SoilVapor_Exceedances.mxd

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760 Pulaski Highway
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1-302-326-2333

Customs House
516 North King Street
Wilmington, DE

Asbestos Inspection & Lead Paint Testing For Renovations

FINAL REPORT – 2/22/2023
Harvard Project # 23517

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Released By: _____
Charles Styles
Vice President
Harvard Environmental, Inc.

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NOT FOR BID

Introductions & Executive Summary

Harvard Environmental, Inc. herein presents data associated with inspections performed on the Customs House located at 516 North King Street, Wilmington, DE. This inspection was performed to provide compliance with 40 CFR Part 61, "Asbestos NESHAP. These Environmental Protection Agency, (EPA), regulations require inspections to be performed by certified asbestos building inspectors prior to renovations and/or demolition of facilities. This effort was performed at the request of Verdantas.

This project was performed to identify asbestos containing materials and lead painted surfaces that may be impacted during the demolition and renovation project. Harvard Environmental Inc assessed the impacted building materials which would be considered suspect asbestos containing. A listing of locations, systems and/or materials which were not assessed may be found under "Non-Assessed Conditions" found further in this report.

Harvard requested drawings of the existing facility layouts/designs to assist in documenting field assessments and to provide insight as to the location of suspect materials which may be associated with the facility. Floor plans of the facility were available. Available drawings were updated in the field with sample locations and updated on the CAD file.

The last day of visitation to the site was performed on 1/26/2023. Conditions described within this document are accurate as of the date of last visitation. Mr. Jeffrey Demicco was the responsible Harvard Environmental, Inc. employee which led the field efforts associated with the work.

Representative sampling of suspect asbestos building materials was performed on impacted building materials. The sampling effort was conducted in accordance with EPA regulations and industry accepted standards.

Asbestos analysis was completed utilizing Polarized Light Microscopy, (PLM). PLM utilizes an optical microscope equipped with a polarizing lens through which trained microscopist can identify asbestos fibers according to their crystalline structure. This method of analysis is recognized throughout the industry as standard practice. Prior to determining the type of fiber, the sample was placed under a "Stereo Microscope" at approximately 150X magnification for purposes of visual estimation. Various fiber types were pulled from the sample and oils applied to determine refractive indices under the polarized light microscope.

This recognized method of analysis has a detection limit of 1% by volume. Percentages of asbestos < 1% are reported as "trace" and are not considered asbestos containing materials under EPA regulations.

In order to best document the assessment, Harvard Environmental, Inc. assessed the layout and design of locations requiring assessment and assigned each geographic area a unique alpha/numeric "grid" identifier. These identifiers are specific locations of the assessment and are the basis for orientation of the data.

Based on the information provided to Harvard Environmental, Inc., coupled with field inspections and laboratory analysis of samples collected, **asbestos containing materials and lead painted surfaces are associated with the building**.

Provided is a summary listing of materials assessed under this inspection. The detailed inspection data is provided as appendices further in the report.

NOT FOR BID

Summary Of Materials Assessed

Asbestos-containing Materials

HA#	Material Description	Area(s)	Results Of Assessment	Quantity
013	Pipe Insulation	1.01, 1.04, 1.06 and 1.09	10% Chrysotile Asbestos	17 LF
020	Boiler Materials (Interior – No Access)	1.11	Presumed Asbestos	1 EA
024	Sink Undercoat	3.02	3% Chrysotile Asbestos	2 SF
029	Floor Sheeting Backing – NO MASTIC	3.02	10% Chrysotile Asbestos	45 SF
035	Roof Chimney Flashing (No Access)	Exterior Roof	Presumed Asbestos	10 SF

Materials Determined to None Detected via PLM & TEM Analysis

Material	Results Of Assessment
001 – Ceiling Plaster Understand	No Asbestos Detected
002 – Ceiling Plaster Finish	No Asbestos Detected
003 – Wall Plaster Undercoat	No Asbestos Detected
004 – Wall Plaster Finish	No Asbestos Detected
005 – Orange Flue at Penetration	No Asbestos Detected
006 – Residual 9x9 Floor Tile Mastic	No Asbestos Detected
007 – Drywall	No Asbestos Detected
008 – Joint Compound	No Asbestos Detected
009 – Cove Base – Black	No Asbestos Detected
010 – Cove Base Mastic	No Asbestos Detected
011 – Carpet Mastic	No Asbestos Detected
012 – 2x4 Ceiling Tile	No Asbestos Detected
014 – Interior Window Caulking	No Asbestos Detected
015 – 12x12 Floor Tile – Tan	No Asbestos Detected
016 – Floor Tile Mastic assoc. w/ 015	No Asbestos Detected
017 – 12x12 Floor Tile - White	No Asbestos Detected
018 – Floor Tile Mastic – 017	No Asbestos Detected
019 – Fire Door	No Asbestos Detected
021 – Flue Packing	No Asbestos Detected
022 – Interior Window Caulking	No Asbestos Detected
023 – Interior Window Caulking – Main Levels	No Asbestos Detected
025 – Floor Sheeting – Grey	No Asbestos Detected
026 – Floor Sheeting Backing	No Asbestos Detected
027 – Floor Sheeting Mastic	No Asbestos Detected
028 – Floor Sheeting Yellow	No Asbestos Detected
030 – Roof Tar Paper	No Asbestos Detected
031 – Interior Door Caulk	No Asbestos Detected
032 – Exterior Window Glazing	No Asbestos Detected
033 – Exterior Window Caulking	No Asbestos Detected
034 – Exterior Door Caulking	No Asbestos Detected
035 – Concrete Flooring	No Asbestos Detected

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Lead Paint Testing (Shaded Areas indicate Lead based Paint)

Harvard Environmental Inc. assessed the surfaces associated with building materials for lead based paint (LBP) utilizing X-Ray Fluorescence, (XRF) Technology. This technology is typically utilized for field assessing building components for the presence of LBP.

Definitions, Scope of Investigation and Limitations

Lead based paint, as defined by the Environmental Protection Agency/ Department of Housing and Urban Development (EPA/ HUD) consists of Lead concentrations greater than or equal to 1.0 mg cm^2.

Inconclusive: The PB 200i XRF Lead Paint Analyzer used during this inspection has an inconclusive range of 0.7 to 1.3 mg/cm^2. A 60 second inconclusive measurement would log the test at 1.0 mg/cm^2. Those inclusive readings must be considered actionable levels and Lead-Based Painted surfaces.

Room Equivalent: identifies components or structures presumed to have the same paint history as similar components or structures located within the facility. The characterizations of those similarities can include finish, appearance, purpose for application and color.

The A-wall pertains to the wall that is in the same plain or closest to the street address of the property. The building exterior A-wall pertains to the side of the building that faces the street address.

Scope of investigation and report and limitation to content, and/or representations and/or warranties related thereto:

The report does not and could not exclude the possibility of the presence of Lead-Based Paint (LBP) in any area that was inaccessible at the time of the inspection.

When one component set is tested in the particular room, the report assumes that the component set represents corresponding like components in any room equivalent.

In the event any change in the condition of the surfaces tested, subsequent to the testing communicated in this bound report, or should work be performed which has potential to change conditional circumstances and/or results., Harvard Environmental, Inc. should be contacted for subsequent testing after any remedial work has been undertaken and completed.

Non Assessed Conditions

Systems and/or materials provided on the list below were not assessed under this inspection and therefore should not be disturbed. In the event disturbance is required to accomplish the project objectives additional investigations will be required.

- This assessment was limited to accessible painted surfaces using XRF paint analyzers. No intrusive investigations were performed.
- Any painted surface behind hard walls or hard ceilings could not be assessed at this time. The possibility of lead based paint or lead hazards exists within those inaccessible areas.

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Information On The XRF Lead Paint Analyzer

XRF MANUFACTURER:	Viken Detection
XRF MAKE AND MODEL:	PB 200i XRF Lead Paint Analyzer
XRF SERIAL NO:	#2672
RADIOACTIVE ASSAY DATE:	5/24/16
DEPTH OF PENETRATION:	No Interference from objects (lead pipes, etc.) beyond 3/8"
SUBSTRATE EFFECT:	Automatic Substrate Compensation (Spectrum Analysis)
SUBSTRATE CORRECTION:	No corrections needed for all substrates using Quick Mode Readings; Metal Substrates need corrections using 30 Second Time Corrected Mode Readings below 4.0 mg/cm2
OPERATOR:	Leonard Woerner
LICENSE NO:	LEAD RISK ASSESSOR CERTIFICATION PERMIT: LRA-000569
INSPECTION DATES:	1/27/23 and 2/13/23
REPORT DATE:	2/22/23

NOT FOR BID

516 North King Street
Wilmington, DE 19801
Tracking # 23517

HARVARD Environmental, Inc.

LEAD HAZARD REDUCTION REPORT

Interior Lead Readings

Test #	Room #	Room Name	Wall	Structure	Component Location	Component	Paint Condition	Substrate	Paint Color	Lead Content mg/cm²	Response Action
1	999	Calibration								0.9	
2	999	Calibration								1.0	
3	999	Calibration								0.9	
4	999	Calibration								0.9	
5	999	Calibration								0.9	
6	999	Calibration								0.9	
7	1.01	Entrance	B	Door	Left	Panel	Intact	Wood	White	0.1	
8	1.01	Entrance	B	Door	Left	Frame	Intact	Metal	White	<0.1	
9	1.01	Entrance	B	Column	Center	Column	Intact	Metal	Black	0.4	
10	1.01	Entrance	B	Door	Right	Panel	Intact	Wood	White	<0.4	
11	1.01	Entrance	B	Door	Right	Frame	Intact	Metal	White	<0.1	
12	1.01	Entrance	C	Column	Left	Column	Intact	Metal	Black	0.5	
13	1.01	Entrance	C	Door	Center	Transom window	Intact	Wood	Tan	8.5	
14	1.01	Entrance	D	Column	Left	Column	Intact	Metal	Tan	13.5	
15	1.01	Entrance	-	Stairs	Center	Tread	Intact	Metal	Red	<0.2	
16	1.01	Entrance	-	Stairs	Center	Riser	Intact	Metal	Red	2.2	
17	1.01	Entrance	D	Stairs	Center	Baseboard	Intact	Plaster	Black	55.0	
18	1.01	Entrance	D	Stairs	Center	Newell Post	Intact	Metal	Tan	2.3	
19	1.01	Entrance	D	Stairs	Center	Baluster	Intact	Metal	Tan	1.2	
20	1.01	Entrance	D	Stairs	Center	Stringer	Intact	Metal	Tan	2.3	
21	1.01	Entrance	D	Stairs	Center	Handrail	Intact	Wood	Stain	<0.2	
22	1.02	Room 1	A	Wall	Center	Wall	Deteriorated	Brick	White	35.0	
23	1.02	Room 1	B	Wall	Center	Wainscoting	Deteriorated	Wood	White	37.0	
24	1.02	Room 1	B	Wall	Center	Baseboard	Deteriorated	Wood	White	20.1	
25	1.02	Room 1	B	Wall	Center	Wall	Intact	Plaster	White	0.3	

RESPONSE ACTIONS: 1) ENCAPSULATION 2) COMPONENT REMOVAL 3) PAINT REMOVAL 4) PAINT STABILIZATION 5) ENCLOSURE 6) RE-PAINTING 7) INSTALL KICKPLATE OR SHOE MOLDING 8) Minor Repair and Maintenance Activities

* Priority 1 – Lead Hazard Reduction; ** de minimis level of paint damage. RRP contracting is not required. *** These items were assumed to be present as they were inaccessible for testing and observation ***N/A – Not Applicable***. *Conditions of the lead-based paint (LBP) are currently intact and no lead hazard is present. However, intact friction or impact surfaces of LBP pose a greater risk to future lead hazards. Frequent monitoring of those LBP conditions should be performed to maintain the intact condition and the absence of a lead hazard.*

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LEAD HAZARD REDUCTION REPORT

Test #	Room #	Room Name	Wall	Structure	Component Location	Component	Paint Condition	Substrate	Paint Color	Lead Content mg/cm²	Response Action
26	1.02	Room 1	B	Window	Left	Sill	Deteriorated	Wood	White	37.0	
27	1.02	Room 1	B	Window	Left	Sash	Deteriorated	Wood	White	<0.1	
28	1.02	Room 1	C	Window	Center	Sash	Deteriorated	Wood	White	<0.3	
29	1.02	Room 1	-	Ceiling	Center	Ceiling	Deteriorated	Brick	White	42.0	
30	1.03	Hallway	B	Wall	Left	Wall	Intact	Block	White	0.0	
31	1.03	Hallway	D	Door	Left	Panel	Intact	Wood	White	<0.1	
32	1.03	Hallway	D	Door	Left	Stop	Intact	Wood	White	<0.4	
33	1.03	Hallway	D	Door	Left	Jamb	Intact	Wood	White	<0.4	
34	1.03	Hallway	D	Door	Left	Casing	Intact	Wood	White	<0.2	
35	1.03	Hallway	D	Door	Right	Panel	Intact	Wood	White	<0.4	
36	1.03	Hallway	D	Door	Right	Stop	Intact	Wood	White	<0.4	
37	1.03	Hallway	D	Door	Right	Jamb	Intact	Wood	White	<0.3	
38	1.03	Hallway	D	Door	Right	Casing	Intact	Wood	White	<0.4	
39	1.04	Hallway	D	Wall	Center	Wall	Intact	Drywall	White	0.1	
40	1.04	Hallway	D	Wall	Center	Chair rail	Intact	Wood	White	<0.2	
41	1.04	Hallway	D	Window	Left	Sash	Intact	Wood	White	6.3	
42	1.04	Hallway	D	Radiator	Center	Radiator	Intact	Metal	White	0.5	
43	1.04	Hallway	D	Radiator	Right	Radiator	Intact	Metal	White	0.5	
44	1.05	Storage	-	Radiator	Center	Radiator	Intact	Metal	White	<0.4	
45	1.05	Storage	B	Closet Door	Center	Panel	Intact	Wood	White	<0.1	
46	1.05	Storage	B	Closet Door	Center	Stop	Intact	Wood	White	<0.1	
47	1.05	Storage	B	Closet Door	Center	Jamb	Intact	Wood	White	0.0	
48	1.05	Storage	B	Closet Door	Center	Casing	Intact	Wood	White	<0.1	
49	1.05	Storage	D	Door	Center	Stop	Intact	Wood	White	<0.3	
50	1.05	Storage	D	Door	Center	Jamb	Intact	Wood	White	<0.1	
51	1.05	Storage	D	Door	Center	Casing	Intact	Wood	White	0.0	
52	1.05	Storage	D	Wall	Center	Wall	Intact	Brick	White	0.1	
53	1.07	Hallway	A	Wall	Center	Wall	Intact	Block	White	0.1	

RESPONSE ACTIONS: 1) ENCAPSULATION 2) COMPONENT REMOVAL 3) PAINT REMOVAL 4) PAINT STABILIZATION 5) ENCLOSURE 6) RE-PAINTING 7) INSTALL KICKPLATE OR SHOE MOLDING 8) Minor Repair and Maintenance Activities

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Test #	Room #	Room Name	Wall	Structure	Component Location	Component	Paint Condition	Substrate	Paint Color	Lead Content mg/cm²	Response Action
54	1.07	Hallway	B	Door	Left	Panel	Intact	Metal	White	0.1	
55	1.07	Hallway	B	Door	Left	Frame	Intact	Metal	White	0.1	
56	1.08	Hallway Bathroom	B	Door	Left	Panel	Deteriorated	Metal	White	<0.1	
57	1.08	Hallway Bathroom	B	Door	Left	Frame	Deteriorated	Metal	White	<0.1	
58	1.08	Hallway Bathroom	B	Wall	Center	Wall	Intact	Block	White	0.1	
59	1.09	Men's Room	A	Wall	Center	Wall	Intact	Block	White	0.2	
60	1.09	Men's Room	A	Door	Right	Panel	Intact	Wood	White	<0.4	
61	1.09	Men's Room	A	Door	Right	Frame	Intact	Wood	White	<0.2	
62	1.10	Women's Room	A	Wall	Right	Wall	Intact	Block	Blue	<0.1	
63	1.10	Women's Room	C	Door	Right	Panel	Intact	Wood	White	<0.3	
64	1.10	Women's Room	C	Door	Right	Frame	Deteriorated	Metal	White	<0.1	
65	1.10	Women's Room	D	Wall	Right	Wall	Intact	Brick	Blue	0.1	
66	1.11	Mechanical Room	D	Door	Center	Panel	Deteriorated	Metal	White	0.1	
67	1.11	Mechanical Room	D	Door	Center	Frame	Deteriorated	Metal	White	0.4	
68	2.01	Collectors Room	C	Window	Center	Sill	Intact	Wood	Yellow	21.4	
69	2.01	Collectors Room	C	Window	Center	Sash	Intact	Wood	Yellow	<0.1	
70	2.01	Collectors Room	C	Window	Center	Casing	Intact	Wood	Yellow	31.1	
71	2.01	Collectors Room	C	Radiator	Center	Radiator	Deteriorated	Metal	Yellow	4.5	
72	2.01	Collectors Room	D	Window	Center	Sash	Intact	Wood	Yellow	24.9	
73	2.01	Collectors Room	A	Door	Center	Panel	Deteriorated	Wood	Yellow	35.0	
74	2.01	Collectors Room	A	Door	Center	Stop	Deteriorated	Wood	Yellow	0.0	
75	2.01	Collectors Room	A	Door	Center	Jamb	Deteriorated	Wood	Yellow	<0.3	
76	2.01	Collectors Room	B	Door	Center	Casing	Deteriorated	Wood	Yellow	<0.2	
77	2.01	Collectors Room	B	Wall	Center	Wall	Deteriorated	Plaster	White	0.1	
78	2.01	Collectors Room	B	Wall	Center	Baseboard	Deteriorated	Wood	Yellow	34.0	
79	2.01	Collectors Room	B	Door	Right	Jamb	Deteriorated	Wood	Yellow	7.1	
80	2.01	Collectors Room	B	Door	Right	Casing	Deteriorated	Wood	Yellow	32.0	
81	2.02	Kitchenette	A	Wall	Right	Wall	Intact	Wood	Yellow	36.0	

RESPONSE ACTIONS: 1) ENCAPSULATION 2) COMPONENT REMOVAL 3) PAINT REMOVAL 4) PAINT STABILIZATION 5) ENCLOSURE 6) RE-PAINTING 7) INSTALL KICKPLATE OR SHOE MOLDING 8) Minor Repair and Maintenance Activities

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LEAD HAZARD REDUCTION REPORT

Test #	Room #	Room Name	Wall	Structure	Component Location	Component	Paint Condition	Substrate	Paint Color	Lead Content mg/cm²	Response Action
82	2.02	Kitchenette	B	Wall	Left	Wall	Deteriorated	Plaster	White	27.5	
83	2.02	Kitchenette	C	Wall	Left	Wall	Deteriorated	Drywall	White	0.0	
84	2.04	Stairs	C	Stairs	Right	Tread	Deteriorated	Metal	Red	0.4	
85	2.04	Stairs	C	Stairs	Center	Handrail	Deteriorated	Wood	Stain	<0.2	
86	2.04	Stairs	A	Basement Door	Left	Panel	Intact	Metal	White	0.1	
87	2.04	Stairs	A	Basement Door	Left	Frame	Deteriorated	Metal	White	0.2	
88	2.04	Stairs	B	Wall	Center	Baseboard	Deteriorated	Wood	Black	33.0	
89	2.05	Front Lobby	D	Wall	Center	Wall	Intact	Block	White	56.0	
90	2.05	Front Lobby	D	Radiator	Right	Radiator	Intact	Metal	White	9.8	
91	2.05	Front Lobby	A	Door	Center	Panel	Intact	Metal	White	0.0	
92	2.05	Front Lobby	A	Door	Center	Frame	Intact	Wood	White	<0.1	
93	2.05	Front Lobby	A	Door	Center	Transom window	Intact	Wood	White	<0.2	
94	2.05	Front Lobby	A	Door	Center	Casing	Intact	Wood	White	<0.2	
95	2.07	Admissions	A	Door	Center	Panel	Intact	Wood	Yellow	<0.1	
96	2.07	Admissions	A	Door	Center	Stop	Intact	Wood	Yellow	<0.2	
97	2.07	Admissions	A	Door	Center	Jamb	Intact	Wood	Yellow	<0.2	
98	2.07	Admissions	A	Door	Center	Casing	Intact	Wood	Yellow	<0.2	
99	2.07	Admissions	A	Door	Right	Panel	Intact	Metal	White	1.2	
100	2.07	Admissions	A	Door	Right	Casing	Deteriorated	Metal	White	1.6	
101	2.07	Admissions	A	Door	Right	Panel	Deteriorated	Metal	Brown	1.3	
102	3.01	Old Court Room	A	Window	Left	Sash	Deteriorated	Wood	White	17.3	
103	3.01	Old Court Room	A	Window	Left	Casing	Deteriorated	Wood	Brown	36.0	
104	3.01	Old Court Room	A	Radiator	Left	Radiator	Deteriorated	Metal	White	0.4	
105	3.01	Old Court Room	A	Radiator	Right	Radiator	Deteriorated	Metal	White	7.9	
106	3.01	Old Court Room	A	Window	Right	Sill	Deteriorated	Wood	Brown	1.1	
107	3.01	Old Court Room	B	Wall	Center	Walls	Deteriorated	Plaster	White	32.0	
108	3.01	Old Court Room	B	Wall	Center	Wainscoting	Deteriorated	Wood	Brown	33.0	
109	3.01	Old Court Room	B	Wall	Center	Baseboard	Deteriorated	Wood	Brown	42.0	

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Test #	Room #	Room Name	Wall	Structure	Component Location	Component	Paint Condition	Substrate	Paint Color	Lead Content mg/cm²	Response Action
110	3.01	Old Court Room	C	Door	Left	Panel	Deteriorated	Wood	Brown	33.0	
111	3.01	Old Court Room	C	Door	Left	Casing	Deteriorated	Wood	Brown	41.0	
112	3.03	Office	C	Closet Door	Left	Panel	Deteriorated	Wood	Brown	<0.2	
113	3.03	Office	C	Closet Door	Right	Panel	Deteriorated	Wood	Brown	<0.1	
114	3.05	Bathroom	A	Bath Stall	Center	Panel	Deteriorated	Metal	White	6.5	
115	3.05	Bathroom	A	Bath Stall	Center	Frame	Deteriorated	Metal	White	6.0	
116	3.05	Bathroom	A	Bath Stall	Center	Wall	Deteriorated	Metal	White	7.6	
117	3.05	Bathroom	B	Radiator	Center	Radiator	Intact	Metal	White	0.0	
118	3.05	Bathroom	B	Window	Center	Sill	Deteriorated	Wood	White	0.8	
119	3.05	Bathroom	B	Window	Center	Sash	Deteriorated	Wood	White	0.0	
120	3.05	Bathroom	B	Window	Center	Casing	Deteriorated	Wood	White	40.0	
121	3.05	Bathroom	C	Wall	Center	Baseboard	Intact	Wood	White	1.5	
122	3.05	Bathroom	D	Door	Left	Panel	Deteriorated	Wood	White	36.0	
123	3.06	Lobby/Stairs	D	Stair	Left	Tread	Deteriorated	Metal	Red	0.3	
124	3.06	Lobby/Stairs	-	Stair	Left	Handrail	Deteriorated	Wood	Stain	0.3	
125	4.01	Lobby	-	Floor	Center	Floor	Deteriorated	Wood	Red	0.2	
126	4.01	Lobby	C	Stairs	Right	Tread	Deteriorated	Wood	White	0.2	
127	4.01	Lobby	C	Stairs	Right	Riser	Deteriorated	Wood	White	0.4	
128	4.01	Lobby	C	Stairs	Right	Handrail	Deteriorated	Wood	Stain	<0.4	
129	4.02	Office	A	Wall	Center	Wall	Deteriorated	Plaster	Green	0.3	
130	4.02	Office	A	Wall	Center	Baseboard	Deteriorated	Wood	Green	24.7	
131	4.02	Office	A	Floor	Center	Floor	Deteriorated	Wood	Grey	<0.1	
132	4.03	Office	A	Wall	Center	Wall	Deteriorated	Plaster	Green	0.2	
133	4.03	Office	A	Wall	Center	Baseboard	Deteriorated	Wood	White	1.1	
134	4.03	Office	-	Door	Center	Floor	Deteriorated	Wood	Grey	0.1	
135	5.01	Attic	D	Door	Center	Panel	Intact	Wood	White	0.2	
136	5.01	Attic	D	Wall	Center	Wall	Intact	Drywall	White	<0.1	
137	999	Calibrations								1.0	

RESPONSE ACTIONS: 1) ENCAPSULATION 2) COMPONENT REMOVAL 3) PAINT REMOVAL 4) PAINT STABILIZATION 5) ENCLOSURE 6) RE-PAINTING 7) INSTALL KICKPLATE OR SHOE MOLDING 8) Minor Repair and Maintenance Activities

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Test #	Room #	Room Name	Wall	Structure	Component Location	Component	Paint Condition	Substrate	Paint Color	Lead Content mg/cm²	Response Action
138	999	Calibrations								0.9	
139	999	Calibrations								0.9	
140	999	Calibrations								1.0	
141	999	Calibrations								1.0	
142	999	Calibrations								0.9	

Exterior Lead Readings

Test #	Room #	Room Name	Wall	Structure	Component Location	Component	Paint Condition	Substrate	Paint Color	Lead Content mg/cm²	Response Action
1	999	Calibration								1.0	
2	999	Calibration								1.0	
3	999	Calibration								0.9	
4	999	Calibration								0.9	
5	999	Calibration								0.9	
6	999	Calibration								1.0	
7	EXT	Exterior	D	Window	Left	Casing	Deteriorated	Wood	Tan	0.1	
8	EXT	Exterior	D	Window	Left	Sash	Deteriorated	Wood	Tan	1.1	
9	EXT	Exterior	D	Window	Left	Sill	Deteriorated	Wood	Tan	0.2	
10	EXT	Exterior	C	Door	Center	Casing	Deteriorated	Wood	Tan	2.9	
11	EXT	Exterior	C	Door	Center	Panel	Intact	Wood	Tan	0.0	
12	EXT	Exterior	C	Transom Window	Center	Sash	Deteriorated	Wood	Tan	2.6	
13	EXT	Exterior	C	Transom Window	Center	Casing	Deteriorated	Wood	Tan	1.4	
14	EXT	Exterior	B	Door	Left	Panel	Intact	Wood	Tan	0.0	
15	EXT	Exterior	A	Door	Center	Panel	Deteriorated	Wood	Tan	4.5	
16	EXT	Exterior	D	Door	Left	Panel	Intact	Metal	Tan	0.1	

RESPONSE ACTIONS: 1) ENCAPSULATION 2) COMPONENT REMOVAL 3) PAINT REMOVAL 4) PAINT STABILIZATION 5) ENCLOSURE 6) RE-PAINTING 7) INSTALL KICKPLATE OR SHOE MOLDING 8) Minor Repair and Maintenance Activities

* Priority 1 – Lead Hazard Reduction; ** de minimis level of paint damage. RRP contracting is not required. *** These items were assumed to be present as they were inaccessible for testing and observation ***N/A – Not Applicable***. *Conditions of the lead-based paint (LBP) are currently intact and no lead hazard is present. However, intact friction or impact surfaces of LBP pose a greater risk to future lead hazards. Frequent monitoring of those LBP conditions should be performed to maintain the intact condition and the absence of a lead hazard.*

NOT FOR BID

516 North King Street
Wilmington, DE 19801
Tracking # 23517

HARVARD Environmental, Inc.

LEAD HAZARD REDUCTION REPORT

Test #	Room #	Room Name	Wall	Structure	Component Location	Component	Paint Condition	Substrate	Paint Color	Lead Content mg/cm²	Response Action
17	EXT	Exterior	D	Door	Left	Casing	Intact	Metal	Tan	0.1	
18	EXT	Exterior	C	Soffit	Left	Soffit	Deteriorated	Metal	Tan	17.2	
19	EXT	Exterior	C	Soffit	Left	Cornice	Deteriorated	Metal	Tan	15.3	
20	EXT	Exterior	D	Soffit	Left	Soffit	Deteriorated	Metal	Tan	16.2	
21	EXT	Exterior	D	Soffit	Left	Cornice	Deteriorated	Metal	Tan	17.7	
22	999	Calibration								1.0	
23	999	Calibration								1.0	
24	999	Calibration								1.1	
25	999	Calibration								0.9	
26	999	Calibration								0.9	
27	999	Calibration								0.9	

RESPONSE ACTIONS: 1) ENCAPSULATION 2) COMPONENT REMOVAL 3) PAINT REMOVAL 4) PAINT STABILIZATION 5) ENCLOSURE 6) RE-PAINTING 7) INSTALL KICKPLATE OR SHOE MOLDING 8) Minor Repair and Maintenance Activities

* Priority 1 – Lead Hazard Reduction; ** de minimis level of paint damage. RRP contracting is not required. *** These items were assumed to be present as they were inaccessible for testing and observation ***N/A – Not Applicable***. *Conditions of the lead-based paint (LBP) are currently intact and no lead hazard is present. However, intact friction or impact surfaces of LBP pose a greater risk to future lead hazards. Frequent monitoring of those LBP conditions should be performed to maintain the intact condition and the absence of a lead hazard.*

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760 Pulaski Highway
Bear, DE 19701
1-302-326-2333

Non-Assessed Conditions

Systems and/or materials provided on the list below were not assessed under this inspection and therefore should not be disturbed. In the event disturbance is required to accomplish the project objectives additional investigations will be required.

- Interior of walls were not assessed; additional suspect materials may exist within inaccessible areas
- Interior of boiler was not assessed; additional suspect materials may exist within interior of the boiler.
- Flashing materials associated with the chimney were not sampled due to accessibility these materials are presumed.
- Subsurface materials were not assessed during this inspection

Recommendations

Based on the findings of the inspection, Harvard Environmental, Inc. is providing the following recommendations.

- If over the course of project execution, materials of questionable content are discovered, or should the Scope of Work expand beyond the parameters communicated to Harvard Environmental, Inc., additional inspections will be required in order to maintain compliance with Federal and State regulations.
- Any asbestos containing materials identified shall not be disturbed or damaged by future renovations and/or demolition. These materials are required to be removed from the impacted areas prior to such activities if those materials could be impacted by activities. The asbestos abatement shall be performed by a licensed Delaware Asbestos Abatement Contractor.
- Any lead-based paint activities should be performed by lead paint trained contractors (EPA certified Renovation, Repair and Painting (RRP) lead contractors). It is recommended that those contractors have a complete understanding and knowledge of the OSHA regulations pertaining to Lead in Construction. The OSHA standard “CFR 1926.62” should be used when disturbing lead-based paint and lead components during construction/demolition activities. As a note, there are currently no regulatory requirements that lead-based paint must be removed from a facility.

This report is intended to provide “basic data” only. It is assumed that individuals reading and interpreting the sample locations and results, methods of analysis and hazards associated with the materials, are knowledgeable in all areas of discussion. Should any questions arise regarding the content of the information presented, contact should be exclusively to Harvard Environmental, Inc., Bear, Delaware, 1-302-326-2333. This document should be archived by the Owner for historical reference.

NOT FOR BID

Certifications And Accreditations

Appendix A


STATE OF DELAWARE
Department of Finance
Division of Revenue
2023


STATE OF DELAWARE

NOT FOR BID



CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO. 018557 | LICENSE NO. 2213 | 5003 CONSULTANTS | FEE PAID $181.50

HARVARD ENVIRONMENTAL INC
760 PULASKI HWY
BEAR, DE 19701

2023

Expires: 12/31/2023

ISSUED BY: Michael A Boykin

HARVARD ENVIRONMENTAL INC
HARVARD ENVIRONMENTAL INC
760 PULASKI HIGHWAY
BEAR, DE 19701-5200



Certificate of Completion

awarded to

Jeffrey Demicco

for successfully completing the prescribed course of study in

Pennsylvania Asbestos
Building Inspector Refresher Course

under TSCA Title II, Virtual Teleconference

presented by
ACCESS TRAINING SERVICES, INC.
7921 River Road, Pennsauken, NJ 08110
(856) 665-3449

1/3/23	N/A	1/3/24
Course Date	Exam Date	Expiration Date
Not Provided	ACC-0123-6-019	Mark E. Schlipp
Social Security Number	Certificate Number	Training Provider

NOT FOR BID



Leonard Woerner

Current Certifications:

Discipline	Expiration
Risk Assessor	06/17/2023

ID #:
000569

Healthy Homes and
Lead Poisoning Prevention Program
417 Federal Street
Dover, DE 19901
(302) 744-4546



DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH
OFFICE OF LEAD POISONING PREVENTION

LPP-18-000244

Certificate to Conduct:

Firm Discipline:	Expiration Date
Lead Based Paint	06/17/2023

"CERTIFICATE HOLDER"

Harvard Environmental Inc.
Address: 360 Rutledge Highway, Dover, DE 19701

Director, Division of Public Health
Delaware Health and Social Services

NOT FOR BID



DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH

OFFICE OF RADIATION CONTROL

Radioactive Material

REGISTRATION

[illegible]

ATTN: Wesley G. Morrison Jr.

[illegible]

BY: [illegible]
Program, Division of Public Health

POST IN A CONSPICUOUS PLACE
FOR PUBLIC VIEW

NOT FOR BID



United States Department of Commerce
National Institute of Standards and Technology

NVLAP

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE:

Harvard Environmental, Inc.

Asbestos Fiber Analysis



United States Department of Commerce
National Institute of Standards and Technology

NVLAP

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE:

EMSL Analytical, Inc.

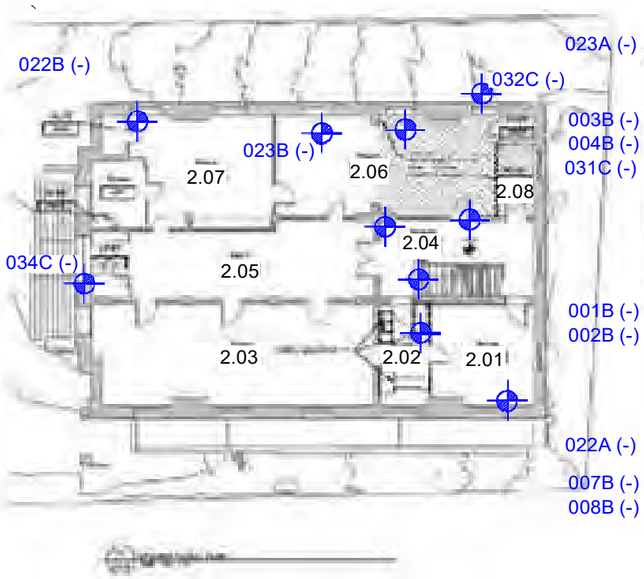
Asbestos Fiber Analysis

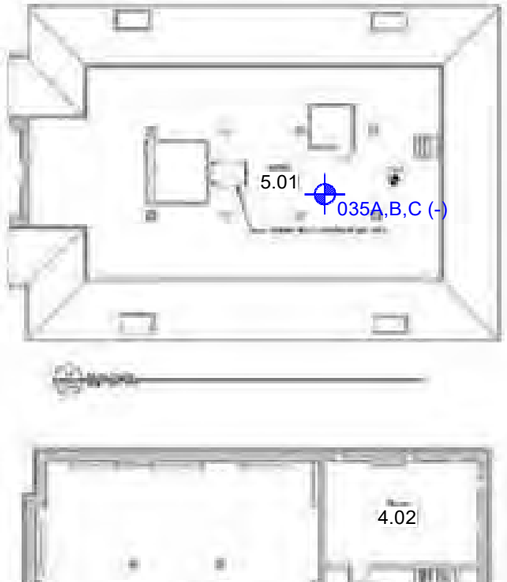
NOT FOR BID

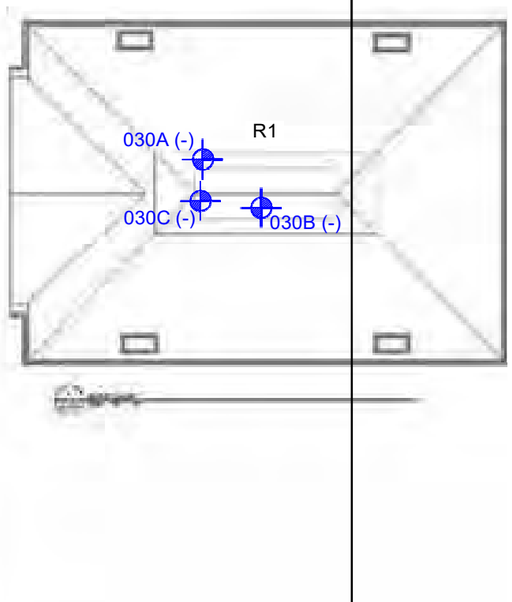
Schematic Diagrams/Sample Locations & Material Inventory Report

Appendix B

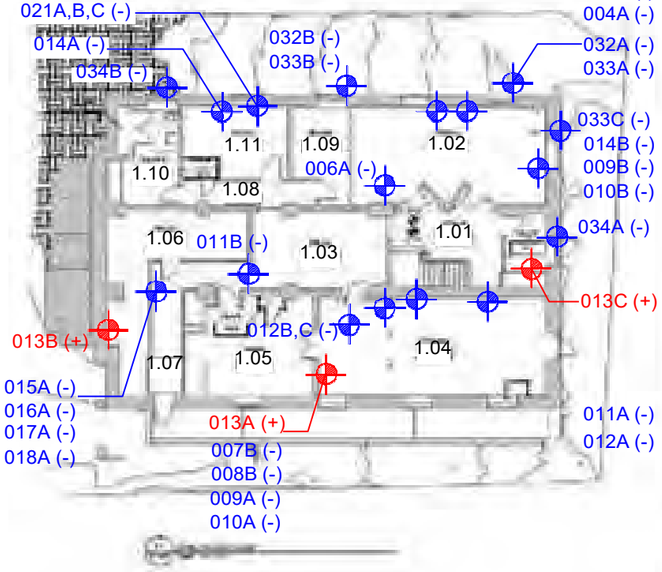
NOT FOR BID

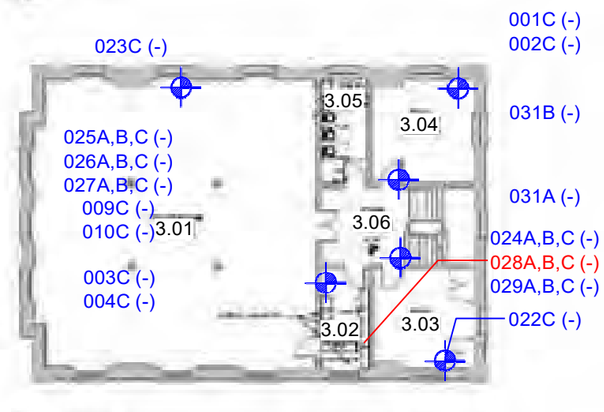














GENERAL NOTES:

1. PRESENTATION OF INFORMATION IS BASED ON BEST AVAILABLE INFORMATION. DRAWING SCHEMATICS WERE DESIGNED BY HARVARD ENVIRONMENTAL BASED ON FIELD OBSERVATIONS AND INFORMATION PROVIDED TO HARVARD ENVIRONMENTAL.
2. THIS PROJECT INVOLVES AN ASSESSMENT AND SAMPLING FOR PURPOSES OF IDENTIFYING ASBESTOS CONTAINING MATERIALS THAT MAY BE PRESENT WITHIN THE BUILDING. THESE DRAWINGS ARE NOT TO BE CONSIDERED TO SCALE AND ARE INTENDED TO BE USED FOR ORIENTATION PURPOSES ONLY AND IDENTIFYING THE LOCATIONS OF SAMPLES.

KEY:

⊕ - SAMPLE LOCATIONS (-/+)

CUSTOMS HOUSE RENOVATION AND ADDTION PROJECT

ASBESTOS INSPECTION AND SAMPLING

PROJECT:

CUSTOMS HOUSE RENOVATION AND ADDITION PROJECT
516 N. KING STREET
WILMINGTON, DE 19801

CLIENT:

VERDANTES
5400 LIMESTONE ROAD
WILMINGTON, DE 19808

HARVARD Environmental, Inc.
760 PULASKI HIGHWAY
BEAR, DE 19701

DESIGNED BY: MET
DRAWN BY: MET
CHECKED BY: JTM
DATE: 02-21-2023
SCALE: NOT TO SCALE
SHEET NO.: 1 OF 1
DRAWING ID: 23517

NOT FOR BID

Laboratory Analysis

Appendix C

NOT FOR BID

VARD
Environmental. Inc.

1/30/2g23

Fax: 302-326-2338
Harvard-Lab@HarvardEnv.com

LR-407

CE RT F CATE OF ANLS S

»s 1

To: **Robert Smagala**
Verdantas

ąą

Collected û25 1N6/2ÏJ23

Lgh Pt0'/ęct Number 269a 1

cn"Y

Received Jake Horwitz 1/26/2023 85
Logged Jake Horwitz 1/26/2023 85
Analyzed Asghar Keyvanfar 1/30/2023 79

Re: DFM - Customs House Renovations - Asbestos and Lead Inspection

Sample Number: 001A
CDC Description: Ceiling Plaster Undercoat - 1.02

%	Asbestos Type	%	Other Fibrous Type
		100	Other

Homogeneity: Heterogeneous

Sample Number: 001C
CDC Description: Ceiling Plaster Undercoat - 3.04

LAB SAMPLE ID

Other

Other

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to [illegible] E of Part 763, interim method of the Determination of [illegible] in Bulk Samples

Asghar Keyvanfar
Analyst

NVLAP
"Testing"

Approved For Release:

NOT FOR BID

ARE

Environmental, Inc.

CERTIFICATE OF ANALYSIS

To: **Robert Smagala**

Monday, January 30, 2023

Lab Project Number: 26991

Received	Jake Horwitz	1/26/2023	85
Logged	Jake Horwitz	1/26/2023	85
Analyzed	Asghar Keyvanfar	1/30/2023	79

use Renovations - Asbestos and Lead

LAB SAMPLE ID

er Finish - 2.04

ype	%	Other Fibrous Type	%	Non Fibrous Type
			100	Other

Color: White
Other Color:
Homogeneity: Homogeneous
Treatment: Original
Texture: Firm

LAB SAMPLE ID

er Finish - 3.04

ype	%	Other Fibrous Type	%	Non Fibrous Type
			100	Other

Color: White
Other Color:
Homogeneity:
Treatment:
Texture:

Undercoat - 1.02

ne	%	Other Fibrous Type	%	Non Fibrous Type

LAB SAMPLE ID

Color: Brown
Other Color:
Homogeneity: Homogeneous
Treatment: Original
Texture: Firm

EPA 600/R-93/

Analysis Methods

FR Appendix E to Subpart F

Determination of Asbestos

har Keyvanfar

NOT FOR BID

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Environmental, Inc.

CERTIFICATE OF ANALYSIS

Asbestos Type
None Detected

3.02 Sample Number 304C
COC Description Wall Plaster Finish

NOT FOR BID

HARVARD
Environmental, Inc.

760 Pulaski Highway Bear, Delaware 19701
Phone: 302-326-2333 Fax: 302-326-2335

CERTIFICATE OF ANALYSIS

23517

To: **Robert Smagala** **11506EC** Monday, January 30, 2023

Verdantas
3400 Lineswire Road
Wilmington, DE
19808

Lab Project Number: 26951 QTY

Received Jake Howitz 1/26/2023 85
Logged Jake Howitz 1/26/2023 85
Re: DFM – Customs House Renovations - Asbestos and Lead Analyzed Asghar Keyvanfar 1/30/2023 78

Sample Number: 005A
COC Description: Flue Packing - Orange - 1.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: Tan
Other Color:
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

Sample Number: 005B
COC Description: Flue Packing - Orange - 1.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: Tan
Other Color:
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

Sample Number: 005C
COC Description: Flue Packing - Orange - 1.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: Tan
Other Color:
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

Sample Number: 007A
COC Description: Drywall - 1.04

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: White
Other Color:
Homogeneity: Homogeneous
Treatment: None
Texture: Fine

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, interim method of the Determination of Asbestos in Bulk Samples

Comments: PCM counts from visual investigation. Results reported are for the sample(s) submitted. Sampling locations, volumes, PLM results can not be guaranteed when sampling is performed by the client. Regulatory limits are based on the bulk sample. Quantification of <1% by visual estimation is semi-quantitative. Any fibrous material detected should be considered asbestos containing unless proven otherwise. Analysis performed in accordance with EPA 600 Method ... and applicable schedule. Data is either not provided by client or the sampling requirements of Lab are not met.

Asghar Keyvanfar
Analyst

NVLAP "Testing" NVLAP Lab Code [redacted]

Approved For Release

NOT FOR BID

HARVARD
Environmental, Inc.

760 Pulaski Highway Bear, Delaware 19701
Phone: 302-328-2333 Fax: 302-328-2338

CERTIFICATE OF ANALYSIS

23517

To: **Robert Smagala** **11506EC** Monday, January 30, 2023

Verdantas

5400 Limestone Road
Wilmington, DE
19808-

Lab Project Number: 26551 QTY

Received [illegible] 1/26/2023 85
Logged [illegible] 1/26/2023 85
Analyzed [illegible] 1/30/2023 79

Re: DFM - Customs House Renovations - Asbestos and Lead

Sample Number: 007B
COC Description: Drywall - 2.02

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

Sample Number: 007C
COC Description: Drywall - 1.05

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

Sample Number: 008A
COC Description: Joint Compound - 1.04

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

Sample Number: 008B
COC Description: Joint Compound - 2.02

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

[illegible]

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Interim method of the Determination of Asbestos in Bulk Samples

Comments: [illegible]

Asghar Keyanfar
Analyst

Approved For Release

NOT FOR BID

HARVARD
Environmental, Inc.

780 Pulaski Highway Bear, Delaware 19701
Phone: 302-328-2333 Fax: 302-328-2338

CERTIFICATE OF ANALYSIS

23517

To: **Robert Smagala** **11506EC** Monday, January 30, 2023

Verdantas
5400 Limestone Road
Wilmington, DE
19808

Lab Project Number: 23517

Received: Jake Howell 1/26/2023 QTY 85
Logged: Jake Howell 1/26/2023 85
Analyzed: Angela Reynolds 1/30/2023 39

Re: DFM - Customs House Renovations - Asbestos and Lead

Sample Number: 008C
COC Description: Joint Compound - 1.05

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

Sample Number: 009A
COC Description: Cove Base - 4" Black - 1.04

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

Sample Number: 009B
COC Description: Cove Base - 4" Black - 1.04

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

Sample Number: 009C
COC Description: Cove Base - 4" Black - 1.02

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Interim method of the Determination of Asbestos in Bulk Samples

Analyst: Angela Reynolds

Analyst:

NVLAP Testing
NVLAP Lab Code 200825-0

Approved For Release:

NOT FOR BID

CERTIFICATE OF ANALYS S

To: **Robert Smagala** n4BoøaC Mohday, January 30,2026

Reviewed: Jake Horwitz 1/28/2023 85
Approved: Jake Horwitz 1/28/2023 85
Asghar Keyvanfar 1/30/2023 79

Re: DFM - Customs House Renovations - Asbestos and Lead

Sample Number: 01CA
COC Description: Cove Base M - 1 04

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Other Color
Homogeneity: Non-homogeneous
Treatment: Heated
Texture: Fine

Sample Number: 01CB
COC Description: Cove Base Mastic - 1 04

LAB SAMPLE ID
188714

%	Non Fibrous Type
100	

Color: Tan
Other Color
Homogeneity: Homogeneous
Treatment: Heated
Texture: Fine

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
				100	Other

Other Color
Homogeneity: Homogeneous
Treatment: Heated
Texture: Fine

LAB SAMPLE ID
188528

%	Non Fibrous Type
100	Other

Color: Brown
Other Color
Homogeneity: Homogeneous

NOT FOR BID

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763 - Interim method of the Determination of Asbestos in Bulk S...

ARVA

760 Pulaski Highway Bear, Delaware 19701
Phone: [illegible] Fax: 302-326-2335

CERTIFICATE OF ANALYSIS

23517

To: **Robert Smagala** 4asœec AÄøy, Jenny 30, eaz8

19808-
Re: DFM - Customs House Renovations - Asbestos and Lead

Logged: Jake Horwitz 1/26/2023 85
Analyzed: Asghar Keyvanfar 1/30/2023 79

Sample Number: 011C

LAB SAMPLE ID

NOT FOR BID

HARVARD
Environmental, Inc.

760 Pulaski Highway Bear, Delaware 19701
Phone: 302-326-2333 Fax: 302-326-2335

CERTIFICATE OF ANALYSIS

2361?

Received: Jake Horwitz 1/26/2023 85
Logged: Jake Horwitz 1/26/2023 85
Analyzed: Asghar Keyvanfar 1/30/2023 79

Re: DFM - Customs House Renovations - Asbestos and Lead

Sample Number: 012C
COC Description: 2x4 Ceiling Tile - 1.04

%	Asbestos Type	%	Other Fibrous Type	%	Non
	None Detected	10		85	Other
		5	Mineral Wool		

Sample Number: 013A
COC Description: Pipe Insulation - 1.04

%	Asbestos Type	%	Other Fibrous Type	%	Non
10	% Chrysotile			90	Other

Sample Number: 013B
COC Description: Pipe Insulation - 1.05

%	Asbestos Type	%	Other Fibrous Type	%	Non
	Not Analyzed				

Sample Number: 013C
COC Description: Pipe Insulation - 1.01

%	Asbestos Type	%	Other Fibrous Type	%	Non
	Not Analyzed				

Analysis Methods: EPA 600/R-93/116 / 40 CFR Ap
of the Deter

NOT FOR BID

l RVAR
Environmental, Inc

CERTIFICATE OF ANALYSIS

for: **Robert Smagala** **11506EC** Monday, January 30, 2023

Lab Project Number: 28951 QTY

Sample Number: 014A LAB SAMPLE ID
COC Description: Interior Window Caulk - Basement - 1.11

Sample Number: 014B LAB SAMPLE ID
COC Description: Interior Window Caulk - Basement - 1.02

Sample Number: 014C LAB SAMPLE ID
COC Description: Interior Window Caulk - Basement - 1.04

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Sample Number: 015A LAB SAMPLE ID
COC Description: 12x12 Floor Tile - Tan - 1.07

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 7
of the Determination of Asbestos in Bulk Sa

NOT FOR BID

ARV R

CERTIFICATE OF ANALYSIS

To: **Robert Smagala** **11506EC** Monday, January 30, 2023

19805 Received: [illegible]

Re: DFM - Customs House Renovations - Asbestos and Lead Analyzed: Asghar Keyvanfar

Sample Number: 016A
COC Description: Floor Tile Mastic - 1.07

LAB SAMPLE ID [illegible]

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: Brown
Other Color:
Homogeneity: Homogeneous
Treatment: Bonded
Texture: Firm

Sample Number: 017A
COC Description: 12x12 Floor Tile - White - 1.07

LAB SAMPLE ID [illegible]

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: White
Other Color:
Homogeneity: Homogeneous
Treatment: Bonded
Texture: Firm

Sample Number: 018A
COC Description: Floor Tile Mastic - 1.07

LAB SAMPLE ID [illegible]

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: Black
Other Color:
Homogeneity: Homogeneous
Treatment: Bonded
Texture: Firm

Sample Number: 021A
COC Description: Flue Packing - 1.11

LAB SAMPLE ID [illegible]

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: Gray
Other Color:
Homogeneity: Homogeneous
Treatment: [illegible]
Texture: [illegible]

[illegible] only to those item(s) tested and does not represent to endorsement by NVLAP or any agency of the U.S. government. The Laboratory did not collect samples received in this report. This report [illegible] in full without written approval of this laboratory.

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Int[illegible] of the Determination of Asbestos in Bulk Samples

(PLM) Point Count Method [illegible] Method not performed unless noted. [illegible] Mastic may be used as a [illegible] Homogeneity not to be used as a [illegible] Regulatory Limit is based on the [illegible] with this method. Analyst specific [illegible] of counting at lower concentrations are available upon request. [illegible] All [illegible] reported to whomever asked. Sign is written not present or the client has specifically requested that it not be analyzed. Matrix: Quantitation at 1% by Visual [illegible] accordance with EPA

NOT FOR BID

HARVARD
Ens'lmnmeotøL Inc.
760 Pulaski Highway
Phone: [illegible]
Delaware 19701
Fax: 302-328-2335

CERTIFICATE OF ANALYSIS

23517

verdantæ

Lab Project Number: 26951

QTY

Other

Asbestos Type

None Detected

100 Other

Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

LAB SAMPLE ID

Other Fibrous Type % Non Fibrous Type

100

Color: White
Other Color: Grey
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

LAB SAMPLE ID

Other Fibrous Type % Non Fibrous Type

100 Other

Color: White
Other Color: Grey
Homogeneity: Homogeneous
Treatment: Crushed

Analyst

Analysis Met

NOT FOR BID

Note: EPA 600/R-93/116 | 40 CFR Appendix E to Subpart E of Part 763, Interim method of the Determination of Asbestos in Bulk Samples

HARVARD
Eo'Imomm*etłnc

760 Pulaski Highway
Phone: 302-326-2333
Fax: [illegible]

CERTIFICATE OF ANALYSIS

2gõ17

To: **Robert Smagala**
Verdantas
5400 Limestone Road

11506EC

Monday, January 30,

Lab Project Number: 26951

Reviewed: [illegible]

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Other Color: Grey
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

Sample Number: 023A
COC Description: Vapor Barrier [illegible] - 2.08

LAB SAMPLE ID
[illegible]

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected	20		80	Other

Color: Black
Other Color:
Homogeneity: Homogeneous
[illegible]: Observed
Texture: Fine

Sample Number: 023B
COC Description: Vapor Barrier - Floors - 2.08

LAB SAMPLE ID
[illegible]

%	Asbestos Type
	None Detected

Color: Black

Sample Number: 023C
COC Description: Vapor Barrier - Floors - 3.01

[illegible]

NOT FOR BID

Analysis Method: EPA 600/R-93/116 (40 CFR Appendix E to Subpart E of Part 763, Interim method of the Determination of Asbestos in Bulk Samples

[illegible]

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CERTSFICATE OF ANALYSIS

To: **Robert Smagala** **11506EC** Monday, January 30, 2023

Re: DFM - Customs House Renovations - Asbestos and Lead

Analyzed Asghar Keyvanfar 1/30/2023 79

LAB SAMPLE ID

Cellulose

LAB SAMPLE ID

Other Color

Homogeneity:

Treatment:

Texture:

Not Analyzed

Other Color

Homogeneity:

Treatment:

Texture:

Sample Number: 025A

COC Description: Floor Sheeting - Gray - 3.32

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Other Color

Homogeneity: Homogeneous

Treatment: Heated

Texture: Firm

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Interim method of the Determination of Asbestos in Bulk Samples

Asghar Keyvanfar

Analyst

NVLAP Testing

Approved For Release

NOT FOR BID

V RD
Environmental, Inc.

760 Pulaski Highway Bear, Delaware 19701
Phone: 302 998 9453 Fax: 302-328-2338

CERTIFICATE OF ANALYSIS

23517

"= RoŁært Gmagala | **11506EC** | Monday, January 30, 2023

Re: DFM - Customs House Renovations - Asbestos and Lead

Analyzed: Asghar Keyvantar 1/30/2023 79

LAB SAMPLE ID

Color: Red

Sample Number: 025C

COC Description: Floor Sheeting - Gray - 3.02

LAB SAMPLE ID

Non Fibrous Type

Cellulose

Sample Number: 025A

LAB SAMPLE ID

Sample Number: 025B

COC Description: Floor Sheeting Backing - 3.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected	10	Fiber	90	

Color: White
Other Color:
Homogeneity: Homogeneous
Treatment: Treated
Texture: Fibrous

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Interim method of the Determination of Asbestos in Bulk Samples

NOT FOR BID

ARV R
En*lxnœemœLłao

760 Pulaski Highway Bear, Delaware 19701
Phone: 302-328-2333 Fax: 302-328-2335

CERTIFICATE OF ANALYSIS

•••1

To: **Robert Smagala** **11506EC** Monday, January 30, 2023

Lab Project Number: 26951 QTY

Re: DFM - Customs House Renovations - Asbestos and Lead Analyzed: Asghar Keyvanfar 1/30/2023 7H

Sample Number: 026C
COC Description: Floor Sheeting Backing - 3.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected	10	Cellulose	90	Other

Color: White
Other Color:
Homogeneity: Homogeneous
Treatment: Treated
Texture: Even

Sample Number: 027A
COC Description: Floor Sheeting Mastic - 3.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	

Color: Tan
Other Color:
Homogeneity: Homogeneous
Treatment: Untreated
Texture: Even

Sample Number: 027B
COC Description: Floor Sheeting Mastic - 3.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: Tan
Other Color:
Homogeneity: Homogeneous
Treatment: Untreated
Texture: Even

Sample Number: 027C
COC Description: Floor Sheeting Mastic - 3.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type

Color: Tan
Other Color:

NOT FOR BID

Analysis Method: EPA 600/R-93/116 / 40 CFR [illegible] E to Subpart E of Part 763, polarized light microscopy of the Determination of Asbestos in Bulk Samples

AR RD

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CERTIFICATE OF ANALYSIS

23517

To: **Robert Smagala** 11[illegible] Monday, January 30, 2023

Recieved Jake Horwitz 1/26/2023 85

Analyzed Asghar Keyvanfar 1/30/2023 79

Re: DFM - Customs House Renovations - Asbestos and Lead

Homogenity:

Treatment:

Texture: Firm

LAB SAMPLE ID

[illegible]

Color: Yellow

Other Color

Homogenity: Homogeneous

Treatment:

Texture: Firm

Type	%	Other Fibrous Type	%	Non Fibrous Type
ted			100	Other

LAB SAMPLE ID

[illegible]

Color: Yellow

Other Color

Homogenity: Homogeneous

Treatment: Treated

Texture:

Type	%	Other Fibrous Type	%	Non Fibrous Type
ted			100	

LAB SAMPLE ID

[illegible]

Color: White

Other Color

Treated

Type	%	Other Fibrous Type	%	Non Fibrous Type
	10	Cellulose	80	Other

[illegible] EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Interim method

Asghar Keyvanfar

Analyst

NVLAP Testing

NVLAP Lab Code [illegible]

Approved For [illegible]

NOT FOR BID

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CERTIFICATE OF ANALYS S

11506E€

19808

Logged: Jake Horwitz 02/9/2023 85

Re: DFM - Customs House Renovations - Asbestos and Lead

Analyzed: Raghar Rajvanshar 1/30/2023 JW

Sample Number: 029B

COC Description: Floor Sheeting Backing - 3.02

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	Not Analyzed				

Color:
Other Color:
Homogeneity:
Treatment:
Texture:

Sample Number: 029C

COC Description: Floor Sheeting Backing - 3.02

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	Not Analyzed				

Sample Number: 030A

COC Description: Roof Tar Paper - R1

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected	20	Cellulose	80	Other

Color: Black
Other Color:
Homogeneity: Homogeneous
Treatment: Dissolved
Texture: Fine

Sample Number: 030B

COC Description: Roof Tar Paper - R1

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			80	Other

This confidential report relates only to those item(s) tested and does not necessarily apply to any other item. This report may not be reproduced except in full, without written approval of the laboratory. The Laboratory did not collect samples contained in this report. This report shall not be represented except in full, without written approval of the laboratory.

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, interim method of the Determination of Asbestos in Bulk Samples

[PC] Point Count Method performed. Method not performed unless stated. Small asbestos fibers may be missed by PLM due to negative PLM results cannot be guaranteed. Electron Microscopy can be used as a confirming technique. Limit of Detection: Asbestos specific measurements of concentrations at lower concentrations are available upon request. Additional charges may apply.

Analysts of this report are ... Chemists, Inspectors. Quantification at <1% by volume is ... with EPA 600 Method.

NOT FOR BID

ł I RVA
Environmental, Inc.

CERTIFICATE OF ANALYSIS

To: **Robert Smagala** a+ œm Mond ,3enuæy30,2P]J

Logged Jake Horwitz 1/26/2023 86
Re: DFM - Customs House Renovations - Adhesive and Lead Analyzed Asghar Reyvanfar 1/30/2023 79

Sample Number: 030C
COC Description: Roof Tar Paper - R1

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	Detected	20		80	Other

Color: Black
Other Color
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

Sample Number: 031A
COC Description: Interior Door Caulk - 3.06

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: White
Other Color
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

Sample Number: 031B
COC Description: Interior Door Caulk - 3.06

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	

Color: White
Other Color
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

Sample Number: 031C
COC Description: Interior Door Caulk - 2.04

LAB SAMPLE ID

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: White
Other Color
Homogeneity: Homogeneous
Treatment: Crushed
Texture: Fine

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Interim method of the Determination of Asbestos in Bulk Samples

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CERTIFICATE OF ANALYSIS

Verdantas
5400 Limestone Road
Wilmington, DE
19808-

Lab Project Number: 26951

			QTY
Recieved	Jake Horwitz	1/26/2023	85
Logged	Jake Horwitz	1/28/2023	85
Analyzed	Asghar Keyvanfar	1/30/2023	79

Re: DFM - Customs House Renovations - Asbestos and Lead

Sample Number: 032A
COC Description: Exterior Window Glaze - EXT

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID
Color: White
Other Color: Brown
Homogeneity: Homogeneous
Texture: Firm

Sample Number: 032B
COC Description: Exterior Window Glaze - EXT

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID
Color: White
Other Color: Brown
Homogeneity: Homogeneous
Texture: Firm

Sample Number: 032C
COC Description: Exterior Window Glaze - EXT

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID
Color: White
Other Color: Brown
Homogeneity: Homogeneous
Texture: Firm

Sample Number: 033A
COC Description: Exterior Window Caulk - EXT

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

LAB SAMPLE ID
Color: White
Other Color: Black
Homogeneity: Homogeneous
Texture: Firm

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Interim method of the Determination of Asbestos in Bulk Samples

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HARVARD
Environmental, Inc.

760 Pulaski Highway Bear, Delaware 19701
Phone: 302-326-2333 Fax: 302-326-2336

CERTIFICATE OF ANALYSIS

23517

To: **Robert Smagala** s VOÆ ,Jwuæy302OüJ

19808

Re: DFM - Customs House Renovations - Asbestos and Lead

Logged: Jake Horwitz 1/26/2023 8S

Analyzed: Asghar Keyvanfar 1/30/2023 79

LAB SAMPLE ID
168278

Other Fibrous Type	%	Non Fibrous Type
	100	Other

Color: White
Other Color: Stain
Homogeneity: Homogeneous
Treatment: Heated
Texture: Fine

Sample Number: 033C
COC Description: Exterior Window Caulk - EXT

LAB SAMPLE ID
168279

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	

Color: White
Other Color: Black
Homogeneous
Treatment: " "
Texture: Fine

Sample Number: 034A
COC Description: Exterior Door Caulk - EXT

LAB SAMPLE ID
168280

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	Other

Color: Pink
Other Color: Black
Homogeneity: Homogeneous
Treatment: Heated
Texture: Fine

Sample Number: 034B
COC Description: Exterior Door Caulk - EXT

LAB SAMPLE ID
168281

%	Asbestos Type	%	Other Fibrous Type	%	Non Fibrous Type
	None Detected			100	

Color: Pink
Other Color: Black
Homogeneity: Homogeneous
Treatment: ------
Texture: Fine

This certificate [illegible] * Results apply to tested bulk sample only and do not represent an endorsement by NIST, NVLAP or any agency of the U.S. government. This laboratory shall not release laboratory data except in full. This report shall not be reproduced except in full, without written approval of the laboratory.

Analysis Meth[illegible] EPA 600/R-93/116 / 40 CFR Ap
of the Detern

Comments: [illegible]

Asghar Keyvanfar
Analyst

NVLAP
Testing
NVLAP Lab Code [illegible]

NOT FOR BID

ARV RD
Environmental, Inc.

782 Pulaski Highway Bear, Delaware 19701
Phone: 302-328-2333 Fax: 302-328-2335

CERTIFICATE OF ANALYSIS

23517

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11506EC

Monday, January 30, 2023

Lab Project Number

		QTY
Jake Horwitz	1/26/2023	85
Jake Horwitz	1/26/2023	85
Analyzed Asghar Kayvantar	1/30/2023	79

ouse Renovations - Asbestos and Lead

or Caulk

LAB SAMPLE ID

Type	%	Other Fibrous Type	%	Non Fibrous Type
			100	

Color: White
Other Color: Black
Homogeneous
Layered

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, Interim method

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PLM CHAî N OF CUSTODY

Issued: 5/21/09	Page 1 of 6
File ID: FS-001	Revision No. 3
WO/PO #	

Analytical Laboratory Name: Harvard Env.

REPORT TO: Harvard Environmental	INVOICE TO:	WO / P.O. #
		PROJECT NAME: Dfw - Cushing Home
ATTN:	ATTN: Accounts Payable	
PHONE: 302-325-2333 FAX: 302-326-2335		
Collected By: [illegible] Date: 1/26/12 Time:	REMARKS	Turn Around Time (Circle One)
Relinquished By: [illegible] Date: [illegible] Time:	85 Rush	Same Day 24 Hours 48 Hours
Received By: [illegible] Date: 1/31/12 Time:		72 Hours 4 Days 1 Week
Received In Lab: [illegible] Date: 1-31-12 Time:		2 Weeks 3 Hr Rush 6 Hr Rush
		OTHER

SAMPLE ID	SYS CODE	24151 Lab ID# (Lab Use Only)	DESCRIPTIONS	LOCATION	No Layered Analyses	ABC Positive Stop	If Negative Analyze TEM	Results (Lab Use Only)	OTHER INSTRUCTIONS 1 2 3
D41A	EPM	163499	Ceiling Plaster Underneath	Lab		✓		NAD	
D41B	↓	500	↓	1-9		✓		NAD	
D41C		01		1-4				NAD	
D42A	GF	02	Ceiling Plaster Finish	1-13		✓		NAD	
D42B	↓	03	↓	2-1		✓		NAD	
D42C		04		2-4				NAD	
D43A	WPM	05	Wall Plaster Underneath	1-12		✓		NAD	
D43B	↓	06	↓	3-4		✓		NAD	
D43C		07		3-2				NAD	
D44A	WF		Wall Plaster Finish	1-12		✓		NAD	
D44B	↓	09	↓	1-14		✓		NAD	
D44C		10		3-2				NAD	
D45A	FCM	11	Floor Backing Overlay	1-12		✓		NAD	
D45B	↓	12	↓	↓		✓		NAD	
D45C	↓	13	↓	↓				NAD	

NOT FOR BID

HARVARD Environmental, Inc.

PLM CHAIN OF CUSTODY

Issued: 5/21/09	Page 2 of 6
File ID: FS-001	Revision No: 3

SAMPLE ID	SYS CODE	Lab ID#	DESCRIPTIONS	LOCATION	Layered reports	ABC Positive Stop	If Negative Is Analysis TEM	OTHER INSTRUCTIONS 1 2 3
[illegible]	[illegible]	163514	Drywall	[illegible]		✓		MMO
[illegible]	↓	15	↓	[illegible]		✓		MMO
[illegible]	↓	16	↓	[illegible]				MMO
[illegible]	JC	17	Joint Compound	[illegible]		✓		MMO
[illegible]	↓	18	↓	[illegible]		✓		MMO
[illegible]	↓	19	↓	[illegible]				MMO
[illegible]	CB	20	Cove Base - 4" Block	[illegible]		✓		MMO
[illegible]	↓	21	↓	[illegible]		✓		MMO
[illegible]	↓	22	↓	[illegible]				MMO
[illegible]	CGM	23	Lam. Base Mastic	[illegible]		✓		MMO
[illegible]	↓	24	↓	[illegible]		✓		MMO
[illegible]	↓	25	↓	[illegible]				MMO
[illegible]	CM	26	Carpet Mastic	[illegible]		✓		MMO
[illegible]	↓	27	↓	[illegible]		✓		MMO
[illegible]	↓	28	↓	[illegible]				MMO

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HARVARD Environmental, Inc.

PLM CHAIN OF CUSTODY

SAMPLE ID	SYS CODE	Lab ID#	DESCRIPTIONS	LOCATION
			2-4 Ceiling Tile	104
			Pipe Insulation	101
				104
				109
			Behind window Caulk - Basement	111
				102
				104
			12x12 Floor Tile - Tan	107

No Layer Analysis
IBC Positive
1 Negative PLM Analysis 1 EM

OTHER INSTRUCTIONS
1 2 -
3

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Environmental, Inc.

PLM CHAIN OF CUSTODY

Issued: 5/21/09	Page 4 of 4
File ID: FS-001	Revision No. 3

SAMPLE ID	SYS CODE	Lab ID#	DESCRIPTIONS	LOCATION	NS Layered Analysis	ABC Positive Stop	If Negative PLM Analyze TEM	OTHER INSTRUCTIONS 1 2 3
22C	FLR	163544	Floor Flooring	1-1				NAD
022A	LAB	45	Floor Under Tack	2-1		✓		NAD
022B	↓	46	↓	2-2		✓		NAD
022C		47		2-3				NAD
23A	WB	48	Wood Base - Floor	2-4		✓		NAD
23B	↓	49	↓	2-4		✓		NAD
23C		50		2-4				NAD
24A	SM	51	Sink Undercoat - White	2-4		✓		3 % CHRY
24B	↓	52	↓	↓		✓		—
24C		53						—
025A	FS	54	Floor Sealing - Gray	3-2		✓		NAD
025B	↓	55	↓	↓		✓		NAD
025C		56						NAD
026A	FSB	57	Floor Sealing Backing			✓		NAD
026B	↓	58	↓	↓		✓		NAD

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Environmental, Inc.

PLM CHAIN OF CUSTODY

Issued: 5/21/09	Page 1 of 2
File ID: FS-001	Revision No. 3

SAMPLE ID	SYS CODE	Lab ID#	DESCRIPTIONS	LOCATION	No Layered Analysis	ABC Positive Stop	If Negative PLM, Analyze TEM	OTHER INSTRUCTIONS 1 2 3
1BA	FSB	166559	Floor Sheeting Backing	3-2				NAD
1BB	FSM	60	Floor Sheeting Mastic			✓		NAD
1BC	↓	61	↓			✓		NAD
2BA	↓	62	↓	↓				NAD
2BB	FS	63	Floor Sheeting - Yellow	3-2		✓		NAD
2BC	↓	64	↓	↓		✓		NAD
3BA	↓	65	↓	↓				NAD
3BB	FSB	66	Floor Sheeting Backing	↓		✓		10 Y CHRS
3BC	↓	67	↓	↓		✓		—
4BA	↓	68	↓	↓				—
4BB	RTP	69	Roof Tar Paper	R1		✓		NAD
4BC	↓	70	↓	↓		✓		NAD
5BC	↓	71	↓	↓				NAD

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Environmental, Inc.

PLM CHAIN OF C STOD?

Project: 6-27/09 | Page 6 of 6
Site ID: PS-001 | Revision No. 3

SAMPLE ID	EYS CODE	Lab ID#	DESCRIPTIONS	LOCATION	No Layered Analysis	ABQ Positive Stop	If Negative PLM Analysis TEM	OTHER INSTRUCTIONS 1 2 3
3A	Ext	185572	Exterior Door Caulk	3rd		✓		NAD
3B	↓	73	↓	↓		✓		NAD
3C	↓	74	↓	2nd				NAD
32A	Gut	75	Exterior Window Glaze	Ext		✓		NAD
32B	↓	76	↓	↓		✓		ND
32C	↓	77	↓	↓				ND
	Ext	78	Exterior window Caulk	↓		✓		NAD
	↓	79	↓	↓		✓		NAD
33C	↓	80	↓	↓				ND
3/1A	Ext	81	Exterior Door Caulk	↓		✓		NAD
3HB	↓	82	↓	↓		✓		NAD
3HC	↓	83	↓	↓				NAD

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HARVARD
Environmental, Inc.

2/22/2023

Phone: 303-328-2
Harvard.Lab@HarvardEnv.com

» CERTIFICATE OF ANALYSIS 22o1.

ro Robort Smagaw

Collected: 004 2/17/2023

Lab Project Number: 27026

			QTY
Received	Ashley Mote	2/17/2023	3
Logged	Ashley Mote	2/17/2023	3
Analyzed	Asghar Keyvanfar	2/22/2023	3

n< DKf,1 - Clis•orra l Inuao Rn•nations - /\ssestos and Lead Inc pe•t'on

Sample Number: 0358 ete Floor - Attic Space - 5.01

LAB SAMPLE ID

stos Type	%	Other Fibrous Type	%	Non Fibrous Type
			100	Other

Color: Brown
Other Color

Description: Concrete Floor - Attic Space - 5.01

Analysis Methods: EPA 600/R-93/116 / 40 CFR Appendix E to Subpart E of Part 763, interim method

Asghar Keyvanfar

NVLAP Testing

Approved For Release

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HARVARD
Environmental, Inc.

PLM CHAIN OF CUSTODY

Issued: 5/2/09	Page ___ of ___
File ID: FS-001	Revision No. 3
WO/PO #	

Analytical Laboratory Name: Harvard Env.

REPORT TO:	INVOICE TO:	WO / P.O. # 23517
		PROJECT NAME: Custom House
ATTN:	ATTN: Accounts Payable	Asbestos Sample
PHONE: 302-328-2333 FAX: 302-328-2335		Turn Around Time - (Circle One)
Collected By: [illegible] Date: 2/12 Time: ___	REMARKS	Same Day (24 Hours) 48 Hours
Relinquished By: [illegible] Date: 2/13 Time: ___		72 Hours 4 Days 1 Week
Received By: [illegible] Date: 2/17 Time: ___		2 Weeks 3 Hr Rush 6 Hr Rush
Received in Lab: [illegible] Date: 2-22-23 Time: ___		OTHER ___

NOT FOR BID

SAMPLE ID	SYS CODE	Lab ID# (Lab Use Only) 24024	DESCRIPTIONS	LOCATION	for Layered Analysis	ABC Positive Stop	If Negative Analysis TEM	Results (Lab Use Only)	OTHER INSTRUCTIONS 1: 2: 3:
[illegible] A	[illegible]	[illegible]	Concrete Floor - Attic Space	Slab	-	-		NAD	
[illegible] B	↓	38	↓	↓	-	-		NAD	
[illegible] C		39			-	-		NAD	

Release Results Via: Fax ☐ Email ☐ Verbal ☐ To: ___ Date: ___ Time: ___ Signature: ___

City of Wilmington

MICHAEL S. PURZYCKI
Mayor



SINGLE CAPACITY FLOW TEST

DATE: January 31, 2023
TIME: 1:15 PM

Flowed the hydrant @ SEC of E. 6th/N. King Streets Intersection

STATIC:	22 P.S.I.
RESIDUAL:	21 P.S.I.
FLOW:	366 G.P.M.
AVAILABLE FLOW @ 20 P.S.I.:	532G.P.M.

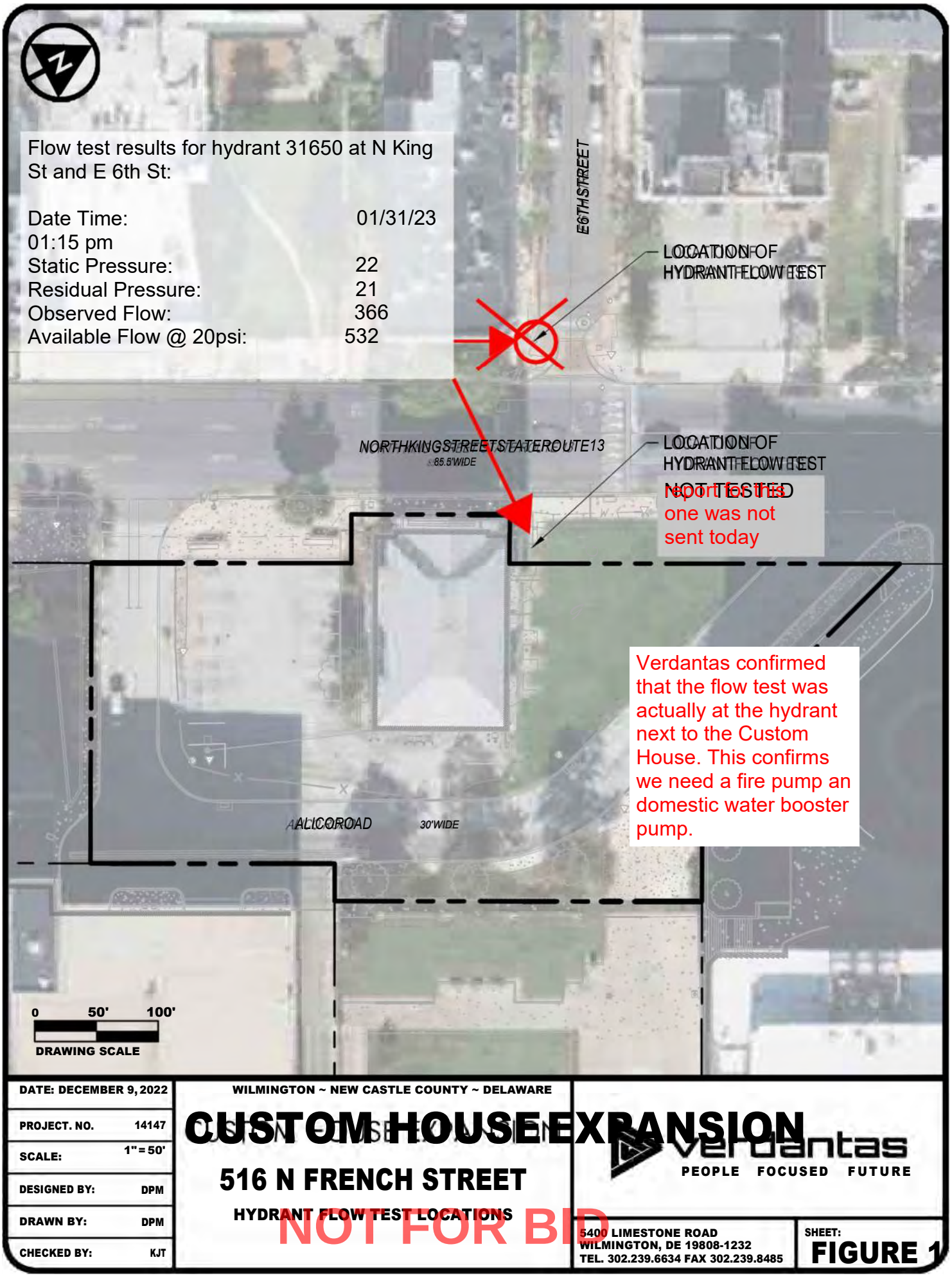
PERFORMED BY:	ME Simpsons
WITNESSED BY:	ME Simpsons

SYSTEM INFORMATION: The Low Service System's storage tank operation level was 9.00 feet above the bottom of the tank at **1:15 PM** on **January 31, 2023**.

"The department does not assume any liability to parties receiving the above information nor does it guarantee any special service, pressure, capacity of facility other than is permitted by the ordinary and changing operation conditions of the City's water supply system, as it exists from day to day."

LOUIS L. REDDING CITY/COUNTY BUILDING · 800 FRENCH STREET · WILMINGTON, DELAWARE · 19801-3537
WWW.WILMINGTONDE.GOV

NOT FOR BID



DATE: DECEMBER 9, 2022	
PROJECT. NO.	14147
SCALE:	1" = 50'
DESIGNED BY:	DPM
DRAWN BY:	DPM
CHECKED BY:	KJT

WILMINGTON ~ NEW CASTLE COUNTY ~ DELAWARE

CUSTOM HOUSE EXPANSION

516 N FRENCH STREET

HYDRANT FLOW TEST LOCATIONS

NOT FOR BID

Verdantas
PEOPLE FOCUSED FUTURE

5400 LIMESTONE ROAD
WILMINGTON, DE 19808-1232
TEL. 302.239.6634 FAX 302.239.8485

SHEET: FIGURE 1

n:\projects\14000\14147\working\cad\exhibit - flow test location.dwg

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NOT FOR BID

SECTION 00 40 00

PROCUREMENT FORMS AND SUPPLEMENTS

1.1 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. 00 41 00 Bid Forms:

1. 00 41 13 Bid Form, included in the Project Manual, and includes the following:
   - i Allowances
   - ii Alternates
   - iii Unit Prices
   - iv Sub-Contractor List
   - v Non-Collusion Statement
   - vi Affidavit of Employee Drug Testing Program

D. 00 43 00 Procurement Forms:

1. 00 43 13 Bid Bond Form, included in the Project Manual.
2. 00 43 21 Allowance Authorization Form, included in the Project Manual

END OF SECTION

NOT FOR BID

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NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-01 INTERIOR MASONRY

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $20,000.00 twenty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-01 INTERIOR MASONRY

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-01 INTERIOR MASONRY

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-01 INTERIOR MASONRY

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-01 INTERIOR MASONRY

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-01 INTERIOR MASONRY

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-01 INTERIOR MASONRY

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-01 INTERIOR MASONRY

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-02 MISCELLANEOUS METALS, STAIRS, AND RAILS

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $20,000.00 twenty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply.

Alternate No. 1: Grand Stair Railing System

Add/Deduct _____ ($)

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-02 MISCELLANEOUS METALS, STAIRS, AND RAILS

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-02 MISCELLANEOUS METALS, STAIRS, AND RAILS

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-02 MISCELLANEOUS METALS, STAIRS, AND RAILS

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-02 MISCELLANEOUS METALS, STAIRS, AND RAILS

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-02 MISCELLANEOUS METALS, STAIRS, AND RAILS

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-02 MISCELLANEOUS METALS, STAIRS, AND RAILS

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-02 MISCELLANEOUS METALS, STAIRS, AND RAILS

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-03 CARPENTRY AND GENERAL WORK

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $50,000.00 fifty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-03 CARPENTRY AND GENERAL WORK

BID FORM

UNIT PRICES

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: Replace T1 Windows with T2 Windows	**$** _____	**$** _____

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-03 CARPENTRY AND GENERAL WORK

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-03 CARPENTRY AND GENERAL WORK

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-03 CARPENTRY AND GENERAL WORK

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-03 CARPENTRY AND GENERAL WORK

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-03 CARPENTRY AND GENERAL WORK

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-03 CARPENTRY AND GENERAL WORK

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-04 DRYWALL AND INTERIOR METAL FRAMING

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $30,000.00 thirty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-04 DRYWALL AND INTERIOR METAL FRAMING

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-04 DRYWALL AND INTERIOR METAL FRAMING

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-04 DRYWALL AND INTERIOR METAL FRAMING

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-04 DRYWALL AND INTERIOR METAL FRAMING

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-04 DRYWALL AND INTERIOR METAL FRAMING

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-04 DRYWALL AND INTERIOR METAL FRAMING

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-04 DRYWALL AND INTERIOR METAL FRAMING

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-05 FIREPROOFING & INTUMESCENT PAINT

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $20,000.00 twenty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-05 FIREPROOFING & INTUMESCENT PAINT

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-05 FIREPROOFING & INTUMESCENT PAINT

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-05 FIREPROOFING & INTUMESCENT PAINT

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-05 FIREPROOFING & INTUMESCENT PAINT

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-05 FIREPROOFING & INTUMESCENT PAINT

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-05 FIREPROOFING & INTUMESCENT PAINT

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-05 FIREPROOFING & INTUMESCENT PAINT

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-06 CURTAIN WALL/GLAZING/STOREFRONTS

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $20,000.00 twenty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-06 CURTAIN WALL/GLAZING/STOREFRONTS

BID FORM

UNIT PRICES

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

For T1 windows provide a unit price to replace in kind as a T2 condition as specified on A204.

	ADD	DEDUCT
UNIT PRICE No. 1: _____	**$** _____	**$** _____

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-06 CURTAIN WALL/GLAZING/STOREFRONTS

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-06 CURTAIN WALL/GLAZING/STOREFRONTS

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-06 CURTAIN WALL/GLAZING/STOREFRONTS

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-06 CURTAIN WALL/GLAZING/STOREFRONTS

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-06 CURTAIN WALL/GLAZING/STOREFRONTS

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-06 CURTAIN WALL/GLAZING/STOREFRONTS

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-07 CERAMIC TILING

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $15,000.00 fifteen thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-07 CERAMIC TILING

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-07 CERAMIC TILING

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-07 CERAMIC TILING

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-07 CERAMIC TILING

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-07 CERAMIC TILING

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-07 CERAMIC TILING

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-07 CERAMIC TILING

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-08 ACOUSTICAL AND SPECIALTY CEILINGS

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $10,000.00 ten thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-08 ACOUSTICAL AND SPECIALTY CEILINGS

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-08 ACOUSTICAL AND SPECIALTY CEILINGS

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-08 ACOUSTICAL AND SPECIALTY CEILINGS

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-08 ACOUSTICAL AND SPECIALTY CEILINGS

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-08 ACOUSTICAL AND SPECIALTY CEILINGS

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-08 ACOUSTICAL AND SPECIALTY CEILINGS

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-08 ACOUSTICAL AND SPECIALTY CEILINGS

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-09 FLOORING

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $15,000.00 fifteen thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-09 FLOORING

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-09 FLOORING

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-09 FLOORING

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-09 FLOORING

BID FORM (Continued)

3.		_____	_____	_____
	A.	_____	_____	_____
	B.	_____	_____	_____
	C.	_____	_____	_____
4.		_____	_____	_____
	A.	_____	_____	_____
	B.	_____	_____	_____
	C.	_____	_____	_____

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-09 FLOORING

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-09 FLOORING

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-09 FLOORING

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-10 GENERAL LABOR AND CLEANUP

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

N/A

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-10 GENERAL LABOR AND CLEANUP

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-10 GENERAL LABOR AND CLEANUP

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-10 GENERAL LABOR AND CLEANUP

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-10 GENERAL LABOR AND CLEANUP

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-10 GENERAL LABOR AND CLEANUP

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-10 GENERAL LABOR AND CLEANUP

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-10 GENERAL LABOR AND CLEANUP

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-11 RESINOUS MATRIX TERRAZZO FLOORING

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $10,000.00 ten thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-11 RESINOUS MATRIX TERRAZZO FLOORING

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-11 RESINOUS MATRIX TERRAZZO FLOORING

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-11 RESINOUS MATRIX TERRAZZO FLOORING

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-11 RESINOUS MATRIX TERRAZZO FLOORING

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-11 RESINOUS MATRIX TERRAZZO FLOORING

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-11 RESINOUS MATRIX TERRAZZO FLOORING

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-11 RESINOUS MATRIX TERRAZZO FLOORING

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-12 MISCELLANEOUS CONCRETE

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $15,000.00 fifteen thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-12 MISCELLANEOUS CONCRETE

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-12 MISCELLANEOUS CONCRETE

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-12 MISCELLANEOUS CONCRETE

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-12 MISCELLANEOUS CONCRETE

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-12 MISCELLANEOUS CONCRETE

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-12 MISCELLANEOUS CONCRETE

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-12 MISCELLANEOUS CONCRETE

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-13 PAINTING

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $20,000.00 twenty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply.

Alternate No. 1: Grand Stair Railing System

Add/Deduct _____ ($)

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-13 PAINTING

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-13 PAINTING

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-13 PAINTING

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-13 PAINTING

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-13 PAINTING

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-13 PAINTING

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-13 PAINTING

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-14 ROLLER WINDOW SHADES

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

N/A

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-14 ROLLER WINDOW SHADES

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-14 ROLLER WINDOW SHADES

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-14 ROLLER WINDOW SHADES

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-14 ROLLER WINDOW SHADES

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-14 ROLLER WINDOW SHADES

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-14 ROLLER WINDOW SHADES

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-14 ROLLER WINDOW SHADES

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-15 CUSTOM MILLWORK

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $10,000.00 ten thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-15 CUSTOM MILLWORK

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-15 CUSTOM MILLWORK

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-15 CUSTOM MILLWORK

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-15 CUSTOM MILLWORK

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-15 CUSTOM MILLWORK

BID FORM

NON-COLLUSION STATEMENT

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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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-15 CUSTOM MILLWORK

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-15 CUSTOM MILLWORK

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-16 MANUFACTURED CASEWORK

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $5,000.00 five thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-16 MANUFACTURED CASEWORK

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-16 MANUFACTURED CASEWORK

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-16 MANUFACTURED CASEWORK

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-16 MANUFACTURED CASEWORK

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-16 MANUFACTURED CASEWORK

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-16 MANUFACTURED CASEWORK

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-16 MANUFACTURED CASEWORK

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-17 FIRE PROTECTION

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $10,000.00 ten thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-17 FIRE PROTECTION

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-17 FIRE PROTECTION

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-17 FIRE PROTECTION

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-17 FIRE PROTECTION

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-17 FIRE PROTECTION

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-17 FIRE PROTECTION

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-17 FIRE PROTECTION

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-18 PLUMBING

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $20,000.00 twenty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-18 PLUMBING

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-18 PLUMBING

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-18 PLUMBING

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-18 PLUMBING

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-18 PLUMBING

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-18 PLUMBING

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-18 PLUMBING

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-19 HVAC AND CONTROLS

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $75,000.00 seventy-five thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-19 HVAC AND CONTROLS

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-19 HVAC AND CONTROLS

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-19 HVAC AND CONTROLS

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-19 HVAC AND CONTROLS

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-19 HVAC AND CONTROLS

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-19 HVAC AND CONTROLS

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-19 HVAC AND CONTROLS

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-20 TESTING, ADJUSTING, AND BALANCING

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

N/A

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-20 TESTING, ADJUSTING, AND BALANCING

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-20 TESTING, ADJUSTING, AND BALANCING

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-20 TESTING, ADJUSTING, AND BALANCING

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-20 TESTING, ADJUSTING, AND BALANCING

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-20 TESTING, ADJUSTING, AND BALANCING

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of *(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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-20 TESTING, ADJUSTING, AND BALANCING

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-20 TESTING, ADJUSTING, AND BALANCING

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-21 ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS

BID FORM

For Bids Due: February 25, 2025

To: State of Delaware OMB/DFM
Haslet Armory Building
122 Martin Luther King Jr. Blvd. S.
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $50,000.00 fifty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change order. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____

ALTERNATES

This Bid Package does not have any alternates.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-21 ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS

BID FORM

UNIT PRICES

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:	**N/A**	**$ N/A /LF**	**$ N/A /LF**

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-21 ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-21 ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS

BID FORM

SUBCONTRACTOR LIST

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

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-21 ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-21 ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS

BID FORM

NON-COLLUSION STATEMENT

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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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-21 ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS

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.

NOT FOR BID

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP4 4-21 ELECTRICAL, LIGHTING, AND FIRE ALARM SYSTEMS

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BID

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. **MJ0217000003**, to be paid to the **State** for the use and benefit of the Office of Management and Budget for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness:_____

By: _____

_____
Title

NOT FOR BID

END OF SECTION

NOT FOR BID

SECTION 00 50 00

CONTRACTING FORMS AND SUPPLEMENTS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1. 00 52 13 AIA Document A132-2019, "Standard Form of Agreement between Owner and Contractor", sample copy included in the Project Manual.
2. 00 54 13 The Supplement to the Agreement between Owner and Contractor for this Project are included in the Project Manual.
3. 00 72 13 The General Conditions for Project are AIA Document A232, "General Conditions of the Contract for Construction", sample copy included in the Project Manual.
4. 00 73 13 The Supplementary General Conditions for Project are included in the Project Manual.
5. Owner's document(s) bound following this Document.

6. 00 65 19.13 AIA Document G706-1994, "Contractor's Affidavit Of Payment Of Debts And Claims", 00 65 19.16 AIA Document G706a – 1994 "Contractor's Affidavit Of Release Of Liens", and 00 65 19.19 AIA Document G707 – 1994 "Consent Of Surety To Final Payment". The documents noted as "to be attached" in these forms are required by the Owner to be included with the G706 and G706a AIA Documents, including both Contractor's and Subcontractors Release and Waiver of Liens.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

END OF SECTION

NOT FOR BID

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NOT FOR BID

SECTION 00 52 13

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A132-2019

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A132-2019, including AIA Document A132 – 2019 Exhibit A, as well as Supplements to A132-2019 and Exhibit A and the State of Delaware’s General Requirements.

END OF SECTION

NOT FOR BID

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NOT FOR BID

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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

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

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

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

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

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

The Owner and Contractor agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Sample

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

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§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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

☐ Not later than _____ (__) calendar days from the date of commencement of the Work.

☐ By the following date: _____

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3, or 4.4 below.)

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§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be _____ ($ __), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates
§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

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§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (__ %) of the standard rental rate paid at the place of the Project.

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (__ %) of the standard rental rate paid at the place of the Project.

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

Item	Units and Limitations	Price per Unit ($0.00)

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§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed _____ ($ __), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

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

Item	Price	Conditions for Acceptance

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

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§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the _____ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than _____ (__) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

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

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;

.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

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§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

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§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

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

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

_____ % _____

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A232–2019.

☐ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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§ 7.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

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☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A132™ – 2019 Exhibit A

Insurance and Bonds

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

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

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

This document is intended to be be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions.

THE OWNER:
(Name, legal status, and address)

THE CONTRACTOR:
(Name, legal status, and address)

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

Causes of Loss	Sub-Limit

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

Coverage	Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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§ A.3.2.2 Commercial General Liability

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

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☐ **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

☐ **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than _____ ($ __) per claim and _____ ($ __) in the aggregate, for Work within fifty (50) feet of railroad property.

☐ **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than _____ ($ __) per claim and _____ ($ __) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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☐ **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

☐ **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Sample

AIA Document A132™ – 2019 Exhibit A. Copyright © 2019 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
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SECTION 00 54 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A132-2019

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition" AIA Document A132-2019. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 3: DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

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

3.3.1 In the space provided, insert "As defined in Article 9.8 of AIA Document A232-2019 and amended by the Owner's 'Supplementary General Conditions A232-2019'"

ARTICLE 4: CONTRACT SUM

4.1 Delete paragraph 4.1 in its entirety and replace with the following:

"The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum, in accordance with Section 4.2 below.

4.3 Delete paragraph 4.3 in its entirety.

4.4 Delete paragraph 4.4 in its entirety.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

5.1.5 Delete paragraph 5.1.5 in its entirety.

5.1.6 Delete paragraph 5.1.6 in its entirety.

5.2.2 Delete paragraph 5.2.2 in its entirety.

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

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ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check the box “Other” – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

7.2 Delete paragraph 7.2 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

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

“The Contractor’s representative shall not be changed without ten days written notice to the Owner.”

8.7 Delete paragraph 8.7 in its entirety.

ARTICLE 9: ENUMERATION OF CONTRACT DOCUMENTS

9.1.9 Insert “Supplement to Agreement Between Owner and Contractor A132-2019”

9.1.9 Insert “Supplementary General Conditions A232-2019”

END OF SECTION

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SUPPLEMENT TO A132-2019 – EXHIBIT A, INSURANCE AND BONDS

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*" AIA Document A132-2019 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement, Exhibit A is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement, Exhibit A shall remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

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

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.1 Strike the last sentence of the paragraph.

A.3.1.3 Additional Insured Obligations

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

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

Delete the second sentence in its entirety.

A.3.2.2.1 Insert "$1,000,000.00" in the blank for each occurrence.
Insert "$3,000,000.00" in the blank for general aggregate.
Insert "$3,000,000.00" in the blank for aggregate for products-completed operations hazard.

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

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

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

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

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

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

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

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

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

SUPPLEMENT TO A132-2019 – EXHIBIT A INSURANCE AND BONDS

END OF SECTION

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SECTION 00 60 00

PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1. AIA Document A132-2019, "Standard Form of Agreement between Owner and Contractor", sample copy included in the Project Manual.
2. The Supplementary Conditions to the Agreement for Project are included in the Project Manual.
3. The General Conditions for Project are AIA Document A232, "General Conditions of the Contract for Construction", are incorporated by reference.
4. The Supplementary General Conditions for Project are included in the Project Manual.
5. Owner's document(s) bound following this Document.

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. 00 61 00 Bond Forms:

1. 00 61 13 .13 Performance Bond is included in the project manual.
2. 00 61 13 .16 Payment Bond is included in the project manual.

D. Construction Forms:

1. 00 81 14 “Employee Drug Testing Report Form” is included in the Project Manual.
1. 00 82 00 “CAD Release Form” is included in the Project Manual.
2. 01 74 19 Waste Management Progress Report is included at the back of the “Construction Waste Management and Disposal” specification section in this project manual.

F. 00 62 00 Certificates and Other Forms:

1. 00 62 11 Submittal Cover Sheet is included in the project manual.

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2. 00 62 76 Payment Application: AIA Document G732, "Application and Certificate for Payment and Continuation Sheet.", sample copies are included in the Project Manual.

G. 00 63 00 Clarification and Modification Forms:

1. 00 63 13 Request for Interpretation Form is included in the project manual.
2. 00 63 25 Substitution Request Form (During Construction) is included in the project manual.
3. 00 63 33 Supplemental Instruction Form: AIA Document G710/G714, “Architect’s Supplemental Instructions” and “Construction Change Directive”, sample copies are included in the Project Manual.
4. 00 63 63 Change Order Form: AIA Document G731, "Change Order.", sample copy is included in the Project Manual.

H. 00 65 00 Closeout Forms:

1. 00 65 16 Certificate of Substantial Completion Form: AIA Document G734, “Certificate of Substantial Completion”, sample copy is included in the Project Manual.
2. 00 65 19 .13 Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims.", sample copy is included in the Project Manual.
3. 00 65 19 .16 Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens.", sample copy is included in the Project Manual.
4. 00 65 19 .19 Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment.", sample copy is included in the Project Manual.

END OF SECTION

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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 Office of Management and Budget ("**Owner**"), 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

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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)

END OF SECTION

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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 Office of Management and Budget ("**Owner**"), 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,

NOT FOR BID

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)

END OF SECTION

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SUBMITTAL COVER SHEET

TEVEBAUGH
ARCHITECTURE

CONTRACTOR

Submittal No.	
Spec Section	
Paragraph	
Description	

Project

Custom House Renovation and Addition
516 North King Street
Wilmington, DE. 19801

Owner

State of Delaware
OMB
Division of Facilities Management

Architect

Tevebaugh Architecture
2 Mill Road, Suite 210
Wilmington, DE 19806

TEVEBAUGH

Architect's review is for conformance with project design concepts. The contractor is responsible for confirming and correlating all quantities and dimensions relating to fabrication process, techniques of construction, and coordination of the work of all trades.

Review neither extends nor alters any contractual obligations of the Architect or Contractor.

- ☐ Reviewed
- ☐ Reviewed with Notations
- ☐ Revise & Resubmit
- ☐ Rejected

By: Date:

Comments:

CONSULTANT

Comments:

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AIA® Document G732™ – 2019

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:

PROJECT:

APPLICATION NO:

DISTRIBUTION TO:

OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:

PERIOD TO:
CONTRACT DATE:
PROJECT NOS: / /

CONTRACT FOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** ..... $
2. **NET CHANGES IN THE WORK** ..... $
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ..... $
4. **TOTAL COMPLETED AND STORED TO DATE** *(Column G on G703)* ..... $
5. **RETAINAGE:**
   a. _____ % of Completed Work
   (Column D + E on G703) $
   b. _____ % of Stored Material
   (Column F on G703) $

Total Retainage *(Lines 5a + 5b, or Total in Column I on G703)* ..... $

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

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month, including Construction Change Directives	$	$
TOTALS	$	$
NET CHANGES IN THE WORK	$	

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

CONTRACTOR:

By: _____ Date: _____

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

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: *(NOTE: If multiple contractors are responsible for performating portions of the Project, the Architect's Certification is not required.)*

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.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™, Application and Certification for Payment; G702™CMa–1992, Application and Certificate for Payment; or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Subcontractor'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:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION *(D + E)*	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)*
	GRAND TOTAL								

Sample

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TEVEBAUGH
ARCHITECTURE

REQUEST FOR INFORMATION

PROJECT: Customs House Renovation and Addition
NUMBER: TEVEBAUGH #21037

RFI NUMBER: _____
DATE: _____

SUBJECT: _____
REFERENCE: _____

REQUEST:

By: _____ Date Reply Requested: _____

REPLY:

By: _____ Date: _____

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SECTION 00 63 25

SUBSTITUTION REQUEST FORM

To: Tevebaugh Associates, Inc.

Two Mill Road, Suite 210

Wilmington, DE 19806

Project _____

Prime Contract _____

Contractor Company Name _____

The following product is submitted in lieu of the specified product(s) for the above-referenced project:

Specification Section or Drawing_____

Paragraph or Detail_____

Specified Item _____

Substituted Manufacturer_____

Substituted Product Name _____

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Substituted product manufacturer's contact information

Company Address _____

_____

_____

Company Telephone _____

Technical Contact _____

Technical Email _____

Local Rep Name _____

Local Rep Telephone _____

Local Rep Email _____

Reason for not giving priority to specified items:

_____

_____

_____

The attached data includes descriptions, specifications, drawings, photographs, performance, and test data adequate for the evaluation of the proposed substitution request. The applicable portions of the data have been highlighted, and non-applicable information has been redacted or clearly omitted from the documentation. The documentation has been provided in a line-by-line comparison to the basis of design product performance criteria established by the drawings and specifications.

The undersigned prime contractor certifies that the following statements are correct, unless specifically clarified in writing, via the substitution request form in this section:

1. The proposed substitution has been reviewed and coordinated with the Contract Documents.

2. The proposed substitution does not affect dimensions required by the drawings or specifications.

NOT FOR BID

3. The proposed substitution does not affect the work of other prime contractors.

4. The undersigned will be responsible for changes to the design, including architectural and engineering design, detailing, or construction costs associated with the proposed substitution.

5. The proposed substitution will have no adverse effect on the construction schedule, or specified warranty requirements.

6. Maintenance and service parts are readily available to local suppliers servicing the site location at the time of bid.

7. The function, appearance, and quality of the proposed substitution is better than or equal to the specified item.

Attachments (Provide description of attachments next to applicable heading)

Drawings

_____

_____

Specifications

_____

_____

Technical Data

_____

_____

Submitted by:

_____ _____

(Signature of Prime Contractor's Representative) (Prime Contract)

_____ _____

(Printed Name of Prime Contractor's Representative) (Date)

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Drawings affected by proposed substitution: (☐ No effect / or describe below)

Description of changes to the contract documents as a result of proposed substitution:

(☐ No effect / or describe below)

List of applicable building codes that apply to the implementation of proposed substitution for this project: (☐ No effect / or describe below)

Effects that this substation has on other prime contracts: (☐ No effect / or describe below)

List any differences between basis of design and proposed substitution:

(☐ No difference / or describe below)

END OF SECTION

NOT FOR BID

AIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**ASI INFORMATION:** ASI Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.
(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Sample

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AIA® Document G733™ – 2019

Construction Change Directive, Construction Manager as Adviser Edition

PROJECT: *(name and address)*:

CONTRACT INFORMATION:
Contract For:
Date:

CERTIFICATE INFORMATION:
Certificate Number:
Date:

OWNER: *(name and address)*:

ARCHITECT: *(name and address)*:

CONSTRUCTION MANAGER: *(name and address)*:

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

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

- ☐ Lump Sum (increase) (decrease) of $
- ☐ Unit Price of $ per
- ☐ Cost, as defined below, plus the following fee:
  (Insert a definition of, or method for determining, cost)
- ☐ as follows:

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of days) (a decrease of days).

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.
CONTRACTOR *(Firm name)*
SIGNATURE
PRINTED NAME AND TITLE
DATE:

NOTE: The Owner, Construction Manager, Architect, and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

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

OWNER *(Firm name)*	**CONSTRUCTION MANAGER** *(Firm name)*	**ARCHITECT** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: *(name and address):*

CONTRACT INFORMATION:
Contract For:
Date:

CHANGE ORDER INFORMATION:
Change Order Number:
Date:

OWNER: *(name and address):*

ARCHITECT: *(name and address):*

CONSTRUCTION MANAGER: *(name and address):*

CONTRACTOR: *(name and address):*

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was	$
Net change by previously authorized Change Orders	$
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$
The new Contract Sum including this Change Order will be	$

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days.
The Contractor's Work shall be substantially complete on

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

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

ARCHITECT *(Firm name)*	**CONSTRUCTION MANAGER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**

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SECTION 00 63 73

ALLOWANCE AUTHORIZATION FORM

Project: CUSTOMS HOUSE RENOVATION AND ADDITION

Architect: Tevebaugh Architecture Project No. MJ0217000003

Contractor: _____

AAA No.: _____ Initiation Date: _____

The Allowance is allocated as follows:

There are no current allowances for this project.

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

Recommended by:
Architect

By (Signature): _____

Date: _____

Accepted by:
Contractor

By (Signature): _____

Date: _____

Approved by:
Owner

By (Signature): _____

Date: _____

END OF SECTION

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AIA® Document G734™ – 2019

Certificate of Substantial Completion, Construction Manager as Adviser Edition

PROJECT: *(name and address)*:	**CONTRACT INFORMATION:** Contract For: Date:	**CERTIFICATE INFORMATION:** Certificate Number: Date:
OWNER: *(name and address)*:	**ARCHITECT:** *(name and address)*:	**CONSTRUCTION MANAGER:** *(name and address)*:

CONTRACTOR(S):
(Enter names and addresses for all Contractors)

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate
(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)

CONSTRUCTION MANAGER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

WARRANTIES
The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:
(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within ( ) days from the above date of Substantial Completion.

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As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:
(Identify any responsibilities that are assigned to the Contractors.)

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

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.
   Indicate attachment: ☐ Yes ☑ No

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

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*

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

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

, OWNER,

as set forth in said Surety's bond.

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

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal)

_____
(Printed name and title)

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SECTION 00 72 13

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION A232-2019

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A232 (2019 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

END OF SECTION

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AIA® Document A232™ – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

THE OWNER:
(Name, legal status, and address)

THE ARCHITECT:
(Name, legal status, and address)

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 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

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binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

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§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of

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the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such

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construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, 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 attorneys' 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a 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 that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 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.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's

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consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically

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provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for

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discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

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change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its

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accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1)

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issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor or other Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the

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Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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 submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or

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Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the

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Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

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§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of this Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Sample

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SECTION 00 73 13

SUPPLEMENTARY GENERAL CONDITIONS A232-2019

The following supplements modify the "General Conditions of the Contract for Construction, Construction Manager as Advisor Edition." AIA Document A232-2019. 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. ARCHITECT AND CONSTRUCTION MANAGER
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6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

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ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

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. As for the Project for which the Architect is hired, the Architect still remain liable for any claim relating to the design that arises from the Project.

However, 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."

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1.6 NOTICE

1.6.1 Insert the following sentence at the end of the paragraph:

"Electronic mail, also known as email, is an acceptable form of electronic transmission of notices under this Agreement."

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the second sentence in this paragraph and replace with the following: "The Contractor shall have no obligation to commence the Work until the Owner issues a Purchase Order for the Project."

2.2.2 Delete the last three sentences in this paragraph.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.4 Delete the third sentence in Paragraph 3.2.4.

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 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, or an alternative site as approved by the Owner, 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.

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3.4 LABOR AND MATERIALS

3.4.1.1 Add a new section 3.4.1.1:

"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."

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 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:

3.5.3 The Contractor will warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Substantial Completion of the project in accordance with Section 9.8.4 of this Agreement, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.

3.5.4 Non-conforming work during the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.

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

3.5.6 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.

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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.

3.15 CLEANING UP

3.15.2 Strike sentence in its entirety and replace with the following:

"If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall withhold the amount that reflects the cost of the cleanup from any moneys owed the Contractor. If the cost of cleanup exceeds the moneys owed to the Contractor, the Owner shall be entitled to reimbursement from the Contractor for the amount exceeding what is withheld.

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

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.11 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 4.2.11 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 to Paragraph 4.2.17:

There will be no full-time Project representative provided by the Owner or Architect on site for this Project.

Add to Paragraph 4.2.20 "and in compliance with all applicable codes, regulations and ordinances." to the end of the sentence.

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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, Architect or Construction Manager has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Architect or Construction Manager 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

6.1.1 Delete "and waiver of subrogation" from the last sentence.

6.1.3 Delete Paragraph 6.1.3 in its entirety and replace with the following:

"When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Constructor who executes each separate Owner-Contractor Agreement."

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 "binding dispute resolution" 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.

NOT FOR BID

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 its rights under the Contract.

8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.2 Strike Section 9.1.2 in its entirety.

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G732, Continuation Sheet to G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted on AIA Document G732 "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

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

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

9.6.8 Strike "Provided the Owner has fulfilled its payment obligations under the Contract Documents, the" and replace with "The".

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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 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 workplace, 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 or its designee, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

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ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner," at the beginning of the third sentence.

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

11.2 OWNER'S INSURANCE

Delete Paragraph 11.2 in its entirety and replace with the following:

11.2 The Owner will not provide Builder's All Risk Insurance for the Project. The Construction Manager will provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide coverage for materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause.

11.3 WAIVERS OF SUBROGATION

Delete Paragraph 11.3 and its subparagraphs in their entirety. Substitute the following:
The Construction Manager and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, consultants and employees, each of the other; (2) the Architect and Architect's consultants; (3) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (4) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Article shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. For clarity, the Owner does not waive any of its subrogation rights.

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

Delete Paragraph 11.4 in its entirety.

11.5 ADJUSTMENT AND SETTLEMENT OF INSURED LOSS
Delete Paragraph 11.5 in its entirety. Substitute the following:
A loss insured under the property insurance required by the Agreement shall be adjusted by the Construction Manager and made payable to the Construction Manager. The Construction Manager shall pay the Architect and Contractor their just shares of insurance proceeds received by the Construction Manager, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Prior to settlement of an insured loss, the Construction Manager shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Construction Manager shall settle the loss and the Contractor shall be bound by the settlement and allocation. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Construction Manager may proceed to settle the insured loss, and any dispute between the Construction Manager and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant remedies at law and in equity. For

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clarity, the Owner shall be listed as an Additional Insured to protect the Owner's property interest on the Project under the Builder's Risk Insurance.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In the first sentence, strike "within one year after the date of Substantial Completion of the Work or designated portion thereof" and replace with "within two years after the date of Substantial Completion of the Project in accordance with Section 9.8.4 of this Agreement or designated portion thereof".

12.2.2.1 In the third sentence of the paragraph, strike "one year period" and replace it with "two year period".

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.

12.2.2.2 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

13.1 Strike the second sentence in its entirety.

13.5 INTEREST

13.5 Strike 13.5 in its entirety and replace with 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."

Add the following Paragraph:

13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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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 TIME LIMITS ON CLAIMS.

15.1.2 Strike "in accordance with the requirements of the binding dispute resolution method selected in the Agreement and" from the first sentence.
Strike the second sentence in its entirety.

15.1.4 CONTINUING CONTRACT PERFORMANCE

15.1.4.2 Strike in its entirety.

15.1.7 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.7 and its subparagraphs in their entirety.

15.2 INITIAL DECISION

15.2.1 Delete "and binding dispute resolution"

15.2.5 Delete 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,". Also strike "binding dispute resolution" and insert "remedies at law and in equity".

15.3.3 Strike in its entirety.

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

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SECTION 00 73 46

WAGE DETERMINATION SCHEDULE

1. SUMMARY

A. In accordance with Delaware Code, Title 29, Chapter 69, Section 6912, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.

B. This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.

C. It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.

D. Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.

E. "In accordance with Delaware Code, Title 29, Section 6912, as amended July 5, 1994, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds $15,000 for renovation work and $100,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor."

1. A Payroll Report, available from the Department of Labor is to be used to provide this information.

F. A copy of the Prevailing Wages for the project is attached hereto.

NOT FOR BID

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

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

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

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

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

CERTIFIED: 08/01/2024 BY: _____
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: MJ0217000003 - Customs House Renovation and Addition

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PREVAILING WAGE DEBARMENT LIST

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

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

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 Del.C. 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 Del.C.6960

Updated: July 6, 2022

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