

STATE OF DELAWARE
OMB/DIVISION OF FACILITIES MANAGEMENT
OMB/DFM CONTRACT # MJ0217000003-BP5A

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 5A – GSS DFM SUBMISSION

September 8, 2026

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SECTION 00 01 07

SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

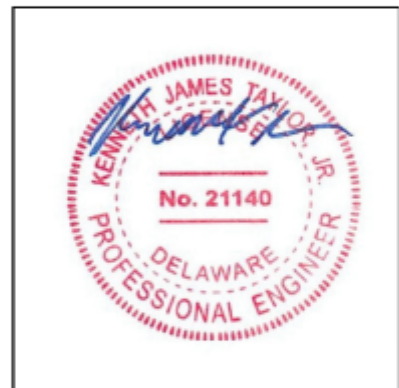
Architect:

William J. Lenihan, AIA
Tevebaugh Associates, Inc.
Two Mill Road, Suite 210
Wilmington, DE 19806
302-984-1400
DE License S5-7202



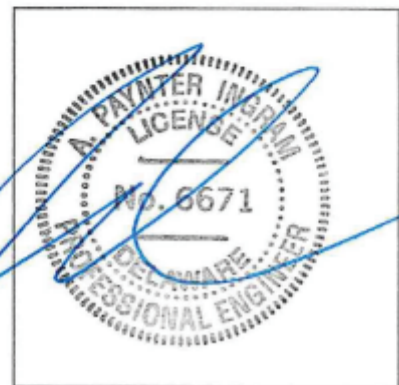
Civil Engineer:

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.
Baker, Ingram Associates
1050 South State Street
Dover, DE 19901
302-734-7400
DE License No. 6671



MEP Engineer:

Timothy J. Zaloudek, P.E.

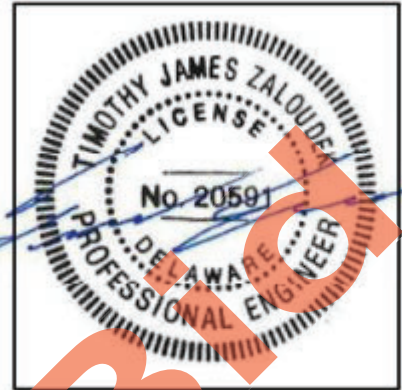
WSP USA

7067 Columbia Gateway Drive, Suite 250

Columbia, Maryland 21046

410-579-8100

DE License 20591



END OF SECTION

Not For Bid

SECTION 00 01 10

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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS											
00 01 01	PROJECT TITLE PAGE	Tevebaugh	X	X	X	X	X	X	X	X	X
00 01 07	SEALS PAGE	Tevebaugh	X	X	X	X	X	X	X	X	X
00 01 10	TABLE OF CONTENTS	Tevebaugh	X	X	X	X	X	X	X	X	X
00 01 15	LIST OF DRAWING SHEETS	Tevebaugh	X	X	X	X	X	X	X	X	X
00 11 16	INVITATION TO BID	EDIS	X	X	X	X	X	X	X	X	X
00 21 13	INSTRUCTIONS TO BIDDERS	Tevebaugh	X	X	X	X	X	X	X	X	X
00 31 24	ENVIRONMENTAL AND EXISTING CONDITIONS INFORMATION	Harvard	X	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	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				

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00 41 13.3-05	BID FORM 3-05 – ROOFTOP AIR-HANDLING UNITS PRE-PURCHASE	EDIS					X				
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 – INTERIOR 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 & INTUMESCENT PAINT	EDIS						X			
00 41 13.4-06	BID FORM 4-06 – CURTAIN WALL/GLAZING/STOREFRONTS	EDIS						X			
00 41 13.4-07	BID FORM 4-07 – CERAMIC TILING	EDIS						X			
00 41 13.4-08	BID FORM 4-08 – ACOUSTICAL AND SPECIALTY CEILINGS	EDIS						X			
00 41 13.4-09	BID FORM 4-09 – FLOORING	EDIS						X			
00 41 13.4-10	BID FORM 4-10 – GENERAL LABOR AND CLEANUP	EDIS						X			
00 41 13.4-11	BID FORM 4-11 – RESINOUS MATRIX TERRAZZO FLOORING	EDIS						X			
00 41 13.4-12	BID FORM 4-12 – MISCELLANEOUS CONCRETE	EDIS						X			
00 41 13.4-13	BID FORM 4-13 – PAINTING	EDIS						X			
00 41 13.4-14	BID FORM 4-14 – ROLLER WINDOW SHADES	EDIS						X			
00 41 13.4-15	BID FORM 4-15 – CUSTOM MILLWORK	EDIS						X			
00 41 13.4-16	BID FORM 4-16 – MANUFACTURED 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 13.4A-01	BID FORM 4A-01 – MISCELLANEOUS METALS, STAIRS, AND RAILS	EDIS							X	X	
00 41 13.4A-02	BID FORM 4A-02 – CARPENTRY AND GENERAL WORK	EDIS							X		
00 41 13.4A-03	BID FORM 4A-03 – CURTAIN WALL/GLAZING/STOREFRONTS	EDIS							X		

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00 41 13.4A-04	BID FORM 4A-04 – ROLLER WINDOW SHADES	EDIS							X		
00 41 13.4A-05	BID FORM 4A-05 – CUSTOM MILLWORK	EDIS							X		
00 41 13.4A-06	BID FORM 4A-06 – MANUFACTURED CASEWORK	EDIS							X		
00 41 13.4A-07	BID FORM 4A-07 – TESTING, ADJUSTING, AND BALANCING	EDIS							X		
00 41 13.4B-02	BID FORM 4B – 02 MISC. METALS, STAIRS, AND RAILINGS	EDIS								X	
00 41 13.5-01	BID FORM 5-01 INTERIOR SIGNAGE	EDIS									X
00 41 13.5-02	BID FORM 5-02 AUDIO VISUAL	EDIS									X
00 41 13.5-03	BID FORM 5-03 STRUCTURED CABLING	EDIS									X
00 41 13.5-04	BID FORM 5-04 FINAL CLEANING	EDIS									X
00 43 13	BID BOND	Tevebaugh	X	X	X	X	X	X	X	X	X
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS	Tevebaugh	X	X	X	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	X	X	X
00 52 13.A	INSURANCE AND BONDS A132 – 2019 EXHIBIT A	Tevebaugh	X	X	X	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	X	X	X
00 54 13.A	SUPPLEMENT TO A132-2019-EXHIBIT A, INSURANCE AND BONDS	Tevebaugh	X	X	X	X	X	X	X	X	X
00 61 13.13	PERFORMANCE BOND	Tevebaugh	X	X	X	X	X	X	X	X	X
00 61 13.16	PAYMENT BOND	Tevebaugh	X	X	X	X	X	X	X	X	X
00 62 11	SUBMITTAL COVER SHEET	Tevebaugh	X	X	X	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	X	X	X
00 62 76A	AIA DOCUMENT G703 - 1992: CONTINUATION SHEET	Tevebaugh	X	X	X	X	X	X	X	X	X
00 63 13	REQUEST FOR INFORMATION FORM	Tevebaugh	X	X	X	X	X	X	X	X	X
00 63 25	SUBSTITUTION REQUEST FORM	Tevebaugh	X	X	X	X	X	X	X	X	X
00 63 33	AIA DOCUMENT G710 - 2017: SUPPLEMENTAL INSTRUCTION FORMS	Tevebaugh	X	X	X	X	X	X	X	X	X
00 63 46	AIA DOCUMENT G733 - 2019: CONSTRUCTION CHANGE DIRECTIVE	Tevebaugh	X	X	X	X	X	X	X	X	X
00 63 63	AIA DOCUMENT G731 - 2019: CHANGE ORDER	Tevebaugh	X	X	X	X	X	X	X	X	X
00 63 73	ALLOWANCE AUTHORIZATION FORM	Tevebaugh	X	X	X	X	X	X	X	X	X
00 65 16	AIA DOCUMENT G734 - 2019: CERTIFICATE OF SUBSTANTIAL COMPLETION	Tevebaugh	X	X	X	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	X	X	X

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00 65 19.16	AIA DOCUMENT G706A - 1994: CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS	Tevebaugh	X	X	X	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	X	X	X
00 72 13	GENERAL CONDITIONS TO THE CONTRACT A232-2019	Tevebaugh	X	X	X	X	X	X	X	X	X
00 73 13	SUPPLEMENTARY GENERAL CONDITIONS A232-2019	Tevebaugh	X	X	X	X	X	X	X	X	X
00 73 46	WAGE DETERMINATION SCHEDULE	EDiS	X	X	X	X	X	X	X	X	X
00 81 13	GENERAL REQUIREMENTS	Tevebaugh	X	X	X	X	X	X	X	X	X
00 81 14	DRUG TESTING FORMS	Tevebaugh	X	X	X	X	X	X	X	X	X
00 81 15	AFFIDAVIT FOR CRAFT TRAINING COMPLIANCE	Tevebaugh	X	X	X	X	X	X	X	X	X
00 82 00	DIGITAL RELEASE FORM	Tevebaugh	X	X	X	X	X	X	X	X	X
DIVISION 01 - GENERAL REQUIREMENTS											
01 10 00	SUMMARY OF WORK	EDiS	X	X	X	X	X	X	X	X	X
01 14 00	WORK RESTRICTIONS	Tevebaugh	X	X	X	X	X	X	X	X	X
01 21 00	ALLOWANCES	EDiS	X	X	X	X	X	X	X	X	X
01 21 16	ALLOWANCE AUTHORIZATION FORM	EDiS	X	X	X	X	X	X	X	X	X
01 22 00	UNIT PRICES	EDiS	X					X	X	X	
01 23 00	ALTERNATES	EDiS				X		X	X	X	X
01 25 00	SUBSTITUTION PROCEDURES	Tevebaugh	X	X	X	X	X	X	X	X	X
01 26 00	CONTRACT MODIFICATION PROCEDURES	Tevebaugh	X	X	X	X	X	X	X	X	X
01 29 00	PAYMENT PROCEDURES	Tevebaugh	X	X	X	X	X	X	X	X	X
01 31 00	PROJECT MANAGEMENT AND COORDINATION	Tevebaugh	X	X	X	X	X	X	X	X	X
01 31 13	PROJECT COORDINATION MEETING	EDiS	X	X	X	X	X	X	X	X	X
01 31 19	PRE-INSTALLATION MEETINGS	EDiS	X	X	X	X	X	X	X	X	X
01 31 25	WEB-BASED PROJECT MANAGEMENT SYSTEM	EDiS	X	X	X	X	X	X	X	X	X
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	Tevebaugh	X	X	X	X	X	X	X	X	X
01 32 16	SCHEDULE	EDiS	X	X	X	X	X	X	X	X	X
01 32 16.A	SCHEDULE ATTACHMENT	EDiS	X	X	X	X	X	X	X	X	
01 32 26	CONTRACTOR DAILY REPORTS	EDiS	X	X	X	X	X	X	X	X	X
01 32 33	PHOTOGRAPHIC DOCUMENTATION	Tevebaugh	X	X	X	X	X	X	X	X	X
01 33 00	SUBMITTAL PROCEDURES	Tevebaugh	X	X	X	X	X	X	X	X	X
01 35 23	CONSTRUCTION MANAGER GENERAL INFORMATION	EDiS				X	X	X	X	X	X
01 35 23.A	CRANE LIFT PLAN CHECKLIST	EDiS	X	X		X	X				

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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	X	X	
01 35 23.F	SITE FILL PLAN	EDIS	X	X	X	X	X	X	X		
01 35 23.G	SITE EXCAVATION PLAN	EDIS				X					
01 35 23.H	SITE LOGISTICS DRAWING	EDIS				X			X		
01 35 23.I	SHEETING AND SHORING PLAN	EDIS				X					
01 37 00	3D COORDINATION SPECIFICATION	EDIS		X	X	X	X	X	X		
01 40 00	QUALITY REQUIREMENTS	Tevebaugh	X	X	X	X	X	X	X		
01 42 00	REFERENCES	Tevebaugh	X	X	X	X	X	X	X		
01 43 25	EXTERIOR ENCLOSURE PERFORMANCE MOCKUP	Tevebaugh					X	X			
01 45 23	TESTING AND INSPECTION SERVICES	Tevebaugh	X	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	X		
01 60 00	PRODUCT REQUIREMENTS	Tevebaugh	X	X	X	X	X	X	X		
01 73 00	EXECUTION	Tevebaugh	X	X	X	X	X	X	X		
01 73 29	CUTTING AND PATCHING	Tevebaugh	X	X	X	X	X	X	X		
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	Tevebaugh	X	X	X	X	X	X	X		
01 75 00	STARTING AND ADJUSTING	Tevebaugh	X				X	X	X		
01 77 00	CLOSEOUT PROCEDURES	Tevebaugh	X	X	X	X	X	X	X		
01 78 23	OPERATION AND MAINTENANCE DATA	Tevebaugh	X	X	X	X	X	X	X		
01 78 39	PROJECT RECORD DOCUMENTS	Tevebaugh	X	X	X	X	X	X	X		
01 79 00	DEMONSTRATION AND TRAINING	Tevebaugh	X	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								

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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	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											
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	X	X	
05 51 00	METAL STAIRS	Tevebaugh						X	X	X	
05 53 13	BAR GRATING	Tevebaugh						X	X	X	
05 73 13	GLAZED DECORATIVE METAL RAILINGS	Tevebaugh						X	X	X	
05 75 00	DECORATIVE FORMED METAL	Tevebaugh						X	X	X	
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES											
06 00 50	REPAIR OF EXTERIOR CARPENTRY	Tevebaugh					X	X	X		
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	Tevebaugh					X	X	X		
06 10 73	EXTERIOR MISC ROUGH CARPENTRY	Tevebaugh					X	X	X		
06 16 00	SHEATHING	Tevebaugh					X				
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	Tevebaugh						X	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				

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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			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	X		
07 92 00	JOINT SEALANTS	Tevebaugh					X	X	X		
07 92 05	EXTERIOR JOINT SEALANT	Tevebaugh					X	X	X		
07 95 10	EXTERIOR EXPANSION CONTROL	Tevebaugh					X	X	X		
DIVISION 08 - OPENINGS											
08 01 52	WOOD WINDOWS RESTORATION	Tevebaugh					X	X	X		
08 11 10	EXTERIOR HOLLOW METAL DOORS AND FRAMES	Tevebaugh					X	X	X		
08 11 13	INTERIOR HOLLOW METAL DOORS AND FRAMES	Tevebaugh						X	X		
08 14 16	FLUSH WOOD DOORS	Tevebaugh						X	X		
08 31 13	ACCESS DOORS AND FRAMES	Tevebaugh						X	X		
08 36 13	SECTIONAL DOORS	Tevebaugh					X	X	X		
08 41 15	INTERIOR ALUMINUM FRAMED STOREFRONTS	Tevebaugh							X		
08 42 13	ALUMINUM-FRAMED ENTRANCES	Tevebaugh					X	X	X		
08 43 13	GLAZED ALUMINUM STOREFRONT	Tevebaugh					X	X	X		
08 44 13	GLAZED ALUMINUM CURTAIN WALL	Tevebaugh					X	X	X		
08 56 53	BULLET-RESISTANT (BR) WINDOWS	Tevebaugh					X	X	X		
08 71 00	DOOR HARDWARE	Tevebaugh						X	X		
08 80 10	EXTERIOR GLASS AND GLAZING	Tevebaugh					X	X	X		
08 83 00	MIRRORS	Tevebaugh						X	X		

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08 91 19	FIXED LOUVERS	Tevebaugh					X	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 00	TILING	Tevebaugh						X			
09 51 13	ACOUSTICAL PANEL 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	X		
09 90 00	PAINTING AND COATING	Tevebaugh						X			
09 96 10	EXTERIOR HIGH PREFORMANCE COATINGS	Tevebaugh					X	X			
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 14 23	PANEL SIGNAGE	Tevebaugh									X
10 21 13 14	STAINLESS-STEEL TOILET COMPARTMENTS	Tevebaugh						X	X		
10 26 00	WALL AND DOOR PROTECTION	Tevebaugh						X	X		
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	Tevebaugh						X	X		
10 44 13	FIRE PROTECTION CABINETS	Tevebaugh						X	X		
10 44 16	FIRE EXTINGUISHERS	Tevebaugh						X	X		
10 82 13	METAL SCREEN WALL	Tevebaugh					X	X	X	X	
DIVISION 11 - EQUIPMENT											
11 14 00	PEDESTRIAN CONTROL EQUIPMENT	Tevebaugh						X	X		
11 24 23	MAINTENANCE SAFETY EQUIPMENT	Tevebaugh					X	X			

SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8	9
DIVISION 12 - FURNISHINGS											
12 24 13	ROLLER WINDOW SHADES	Tevebaugh						X	X		
12 36 00	COUNTERTOPS	Tevebaugh						X	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	X		
21 00 50	FIRE PROTECTION BASIC MATERIALS AND METHODS	WSP						X	X		
21 08 00	COMMISSIONING OF FIRE PROTECTION SYSTEMS	WSP						X	X		
21 10 00	SPRINKLER AND STANDPIPE SYSTEMS	WSP						X	X		
21 31 13	ELECTRIC-DRIVE, CENTRIFUGAL FIRE PUMPS	WSP						X	X		
DIVISION 22 - PLUMBING											
22 00 10	PLUMBING GENERAL PROVISIONS	WSP						X	X		
22 00 50	PLUMBING BASIC MATERIALS AND METHODS	WSP						X	X		
22 05 33	HEAT TRACING FOR PLUMBING PIPING	WSP						X	X		
22 05 93	TESTING, ADJUSTING AND BALANCING FOR PLUMBING SYSTEMS	WSP						X	X		
22 07 00	PLUMBING PIPING INSULATION	WSP						X	X		
22 08 00	COMMISSIONING OF PLUMBING SYSTEMS	WSP						X	X		
22 11 10	PUMPS	WSP						X	X		
22 13 00	PLUMBING SPECIALTIES	WSP						X	X		
22 34 00	DOMESTIC WATER HEATERS	WSP						X	X		
22 42 13	PLUMBING FIXTURES	WSP						X	X		
DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING											
23 00 10	MECHANICAL GENERAL PROVISIONS	WSP						X	X		
23 00 50	HVAC BASIC MATERIALS AND METHODS	WSP						X	X		
23 05 33	HEAT TRACING FOR HVAC PIPING	WSP						X	X		
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	WSP						X	X		
23 07 00	MECHANICAL SYSTEMS INSULATION	WSP						X	X		

SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8	9
23 08 00	COMMISSIONING OF HVAC SYSTEMS	WSP						X	X		
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC	WSP						X	X		
23 09 23	GAS INSTRUMENTS	WSP						X	X		
23 21 23	HYDRONIC PUMPS	WSP						X	X		
23 25 00	HVAC WATER TREATMENT	WSP						X	X		
23 29 23	VARIABLE FREQUENCY MOTOR CONTROLLER	WSP						X	X		
23 33 00	DUCTWORK AND ACCESSORIES	WSP						X	X		
23 34 00	FANS AND VENTILATORS	WSP						X	X		
23 36 00	AIR TERMINAL UNITS	WSP						X	X		
23 52 16	CONDENSING BOILERS	WSP						X	X		
23 74 16	PACKAGED ROOFTOP UNITS	WSP					X	X	X		
23 81 00	PACKAGED AND SPLIT SYSTEM AIR CONDITIONING UNITS	WSP						X	X		
23 82 00	HEATING AND AIR CONDITIONING TERMINAL EQUIPMENT	WSP						X	X		
DIVISION 26 - ELECTRICAL											
26 00 10	ELECTRICAL GENERAL PROVISIONS	WSP						X	X		
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	WSP						X	X		
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	WSP						X	X		
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	WSP						X	X		
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	WSP						X	X		
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	WSP						X	X		
26 05 44	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	WSP						X	X		
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	WSP						X	X		
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	WSP					X	X	X		
26 09 23	LIGHTING CONTROL DEVICES	WSP						X	X		
26 09 43	CENTRALIZED NETWORKABLE LIGHTING CONTROLS	WSP						X	X		
26 22 00	LOW-VOLTAGE TRANSFORMERS	WSP						X	X		
26 23 00	LOW-VOLTAGE SWITCHGEAR	WSP					X	X	X		
26 24 16	PANELBOARDS	WSP						X	X		
26 25 50	DUAL PURPOSE GENERATOR DOCKING STATION	WSP					X	X	X		
26 27 26	WIRING DEVICES	WSP						X	X		
26 28 13	FUSES	WSP						X	X		
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	WSP						X	X		

SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8	9
26 29 13	ENCLOSED CONTROLLERS	WSP						X	X		
26 32 13	ENGINE GENERATORS	WSP					X	X	X		
26 36 00	TRANSFER SWITCHES	WSP					X	X	X		
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	WSP						X	X		
26 51 00	INTERIOR LIGHTING	WSP						X	X		
26 83 13	RADIANT-HEATING ELECTRIC CABLES	WSP						X	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			
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									X
27 41 16	AUDIOVISUAL SPECIFICATION	SMW									X
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY											
28 00 00	ELECTRONIC SAFETY AND SECURITY	SMW									X
28 05 13	ELECTRONIC SECURITY CONDUCTORS AND CABLING	SMW									X
28 13 26	ACCESS CONTROL FIELD DEVICES	SMW									X
28 13 33	ACCESS CONTROL SYSTEM INTERFACES	SMW									X
28 23 00	VIDEO SURVEILLANCE	SMW									X
28 23 29	VIDEO SURVEILLANCE FIELD DEVICES	SMW									X
28 26 00	ELECTRONIC PERSONAL PROTECTION SYSTEMS	SMW									X
28 41 00	DIGITAL, ADDRESSABLE FIRE-ALARM &	WSP						X			

SECTION	SECTION TITLE	AUTHOR	1	2	3	4	5	6	7	8	9
	DETECTION SYSTEM										
28 48 00	EMERGENCY RESPONSE SYSTEMS	WSP						X			
28 52 20	SECURITY COMMUNICATION SYSTEMS	SMW									X
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					
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

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 – Addendum 3	02.21.2025
6	Bid Pack 2.1A – Bid Submission	07.03.2024
7	Bid Pack 4A – GSS DFM Submission	04.29.2025
8	Bid Pack 4B – GSS DFM Submission	08.14.2025
9	Bid Pack 5A – GSS DFM Submission	09.08.2026

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

Bid Pack 4A
 Bid Pack 4B
 Bid Pack 5A

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8	9
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GENERAL

CS01.5	COVER SHEET BP5A	X	X	X	X	X	X	X	X	X
CS02.5	DRAWING LIST BP5A	X	X	X	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			

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8	9
C508	POST-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN				X		X			
C509	POST-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN FACILITY				X		X			
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			

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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							
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		X	X	
A002	LIFE SAFETY PLAN - LEVEL 2		X			X		X	X	
A003	LIFE SAFETY PLAN - LEVEL 3		X			X		X	X	
A004	LIFE SAFETY PLAN - MEZZANINE & ATTIC		X			X		X	X	
A040	LIFE SAFETY AND CODE SUMMARY					X		X	X	
A050	UL ASSEMBLIES					X		X	X	
A051	UL ASSEMBLIES					X		X	X	
A052	UL ASSEMBLIES					X		X	X	
A053	UL ASSEMBLIES					X		X	X	
A070	INTERIOR PARTITION TYPES					X		X	X	
A071	CMU PARTITION DETAILS					X		X	X	
A091	ARCHITECTURAL SITE PLAN		X	X	X	X	X	X	X	
A092	ARCHITECTURAL SITE DETAILS		X	X	X	X	X	X	X	
A093	ARCHITECTURAL SITE DETAILS		X	X	X	X	X	X	X	
A094	EXTERIOR DOOR, GATE & FENCE DETAILS			X	X	X	X	X	X	

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A095	SITE DETAILS					X		X	X	
A101	FLOOR PLAN – LEVEL 1		X	X	X	X	X	X	X	
A101A	FLOOR PLAN - LEVEL 1 – EDGE OF SLAB & FOUNDATION TREATMENT		X	X	X	X	X	X	X	
A101B	FLOOR PLAN - LEVEL 1 - DIMENSIONING PLAN					X		X	X	
A102	FLOOR PLAN – LEVEL 2		X	X		X		X	X	
A102A	FLOOR PLAN - LEVEL 2 - EDGE OF SLAB		X	X		X		X	X	
A102B	FLOOR PLAN - LEVEL 2 - DIMENSIONING PLAN					X		X	X	
A103	FLOOR PLAN – LEVEL 3		X	X		X		X	X	
A103A	FLOOR PLAN - LEVEL 3 - EDGE OF SLAB		X	X		X		X	X	
A103B	FLOOR PLAN - LEVEL 3 - DIMENSIONING PLAN					X		X	X	
A104	ROOF & MEZZANINE PLANS		X	X		X		X	X	
A105	UPPER ROOF & ATTIC PLANS		X	X		X		X	X	
A111	REFLECTED CEILING PLAN - LEVEL 1					X		X	X	
A112	REFLECTED CEILING PLAN - LEVEL 2					X		X	X	
A113	REFLECTED CEILING PLAN - LEVEL 3					X		X	X	
A114	REFLECTED CEILING PLAN - TUNNEL, MEZZANINE, AND TOWER LEVEL					X		X	X	
A116	MOCK-UP WALL					X		X	X	
A201	BUILDING ELEVATIONS		X	X	X	X	X	X	X	
A202	BUILDING ELEVATIONS		X	X	X	X	X	X	X	
A203	BUILDING ELEVATION DETAILS (DELETED)			X						
A204	EXISTING BUILDING ELEVATIONS – DEMOLITION			X		X		X	X	
A205	EXISTING BUILDING ELEVATIONS – NEW CONSTRUCTION		X	X		X		X	X	
A301	BUILDING SECTIONS		X	X		X		X	X	
A302	BUILDING SECTIONS		X	X		X		X	X	
A303	BUILDING SECTIONS		X	X		X		X	X	
A304	RTU CURB ROOF SECTION		X	X		X		X	X	
A310	EXTERIOR WALL ASSEMBLIES		X	X		X		X	X	
A311	WALL SECTIONS		X	X	X	X	X	X	X	
A312	WALL SECTIONS		X	X	X	X	X	X	X	
A313	WALL SECTIONS		X	X	X	X	X	X	X	
A314	WALL SECTIONS		X	X	X	X	X	X	X	
A315	WALL SECTIONS		X	X	X	X	X	X	X	
A316	WALL SECTIONS AND DETAILS		X	X		X		X	X	
A321	WALL SECTION DETAILS		X	X	X	X	X	X	X	
A322	WALL SECTION DETAILS		X	X		X		X	X	
A323	WALL SECTION DETAILS			X		X		X	X	
A324	WALL SECTION DETAILS			X		X		X	X	
A325	EXPANSION JOINT DETAILS			X		X		X	X	
A326	EXPANSION JOINT DETAILS			X		X		X	X	

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8	9
A327A	TYPICAL ENCLOSURE DETAILS			X		X		X	X	
A327B	TYPICAL ENCLOSURE DETAILS			X		X		X	X	
A331	TUNNEL/FOUNDATION - EXTERIOR WALL PLAN DETAILS		X	X		X		X	X	
A332	EXTERIOR WALL PLAN DETAILS		X	X		X		X	X	
A333	EXTERIOR WALL PLAN DETAILS		X	X		X		X	X	
A334	EXTERIOR WALL PLAN DETAILS			X		X		X	X	
A340	ELEVATIONS - ROOF SCREEN & METAL PANEL CLADDING		X	X		X		X	X	
A341	ROOF DETAILS		X	X		X		X	X	
A342	EXISTING ROOF RENOVATION DETAILS		X	X		X		X	X	
A343	HISTORICAL BALCONY DETAILS		X	X		X		X	X	
A401	ENLARGED PLANS - LOBBY					X		X	X	
A402	ENLARGED RCP - LOBBY					X		X	X	
A403	ENLARGED PLANS - LOBBY					X		X	X	
A404	ENLARGED ELEVATIONS - LOBBY					X		X	X	
A405	ENLARGED ELEVATIONS - LOBBY					X		X	X	
A412	ENLARGED PLANS - COURTROOM					X		X	X	
A413	ENLARGED ELEVATIONS - COURTROOM					X		X	X	
A421	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 01					X		X	X	
A422	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 02					X		X	X	
A423	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 02 Cont.					X		X	X	
A424	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 03					X		X	X	
A425	RESTROOM ENLARGED PLANS & ELEVATIONS - LEVEL 03 Cont.					X		X	X	
A426	CASEWORK ENLARGED PLANS & ELEVATIONS					X		X	X	
A427	CASEWORK ENLARGED PLANS & ELEVATIONS					X		X	X	
A428	CASEWORK ENLARGED PLANS & ELEVATIONS					X		X	X	
A430	ENLARGED PLANS - EXISTING BUILDING					X		X	X	
A431	EXISTING INTERIOR ELEVATIONS					X		X	X	
A432	EXISTING INTERIOR ELEVATIONS					X		X	X	
A433	EXISTING INTERIOR ELEVATIONS					X		X	X	
A434	EXISTING INTERIOR ELEVATIONS					X		X	X	
A435	EXISTING INTERIOR ELEVATIONS & SECTIONS					X		X	X	
A501	MILLWORK PLANS & ELEVATIONS					X		X	X	
A502	MILLWORK PLANS & ELEVATIONS					X		X	X	
A503	MILLWORK PLANS & ELEVATIONS					X		X	X	
A511	MILLWORK SECTIONS					X		X	X	
A512	MILLWORK SECTIONS					X		X	X	
A515	MILLWORK DETAILS					X		X	X	

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8	9
A521	CEILING DETAILS					X		X	X	
A522	CEILING DETAILS					X		X	X	
A523	CEILING DETAILS					X		X	X	
A524	CEILING DETAILS - EXISTING BUILDING - LEVEL 01					X		X	X	
A525	CEILING DETAILS - EXISTING BUILDING - LEVEL 02					X		X	X	
A526	CEILING DETAILS - EXISTING BUILDING - LEVEL 03					X		X	X	
A528	TYPICAL CEILING DETAILS					X		X	X	
A529	CEILING DETAILS					X		X	X	
A531	INTERIOR WALL DETAILS					X		X	X	
A532	INTERIOR WALL DETAILS					X		X	X	
A551	INTERIOR COLUMN ENCLOSURES					X		X	X	
A552	INTERIOR COLUMN ENCLOSURES					X		X	X	
A553	INTERIOR COLUMN ENCLOSURES					X		X	X	
A554	INTERIOR COLUMN ENCLOSURES & PLAN DETAILS					X		X	X	
A601A	EXTERIOR DOOR TYPES, SCHEDULE & DETAILS		X	X		X		X	X	
A601B	EXTERIOR DOOR DETAILS		X	X		X		X	X	
A602A	INTERIOR DOOR SCHEDULES					X		X	X	
A602B	INTERIOR DOOR DETAILS					X		X	X	
A602C	INTERIOR DOOR DETAILS					X		X	X	
A603	WINDOW / CURTAIN WALLS / STOREFRONT TYPES			X		X		X	X	
A604	WINDOW DETAILS - EXTERIOR			X		X		X	X	
A605	WINDOW DETAILS - EXTERIOR			X		X		X	X	
A606	CURTAIN WALL DETAILS - EXTERIOR			X		X		X	X	
A607A	EXISTING WINDOW DETAILS - EXTERIOR			X		X		X	X	
A607B	EXISTING WINDOW DETAILS - EXTERIOR			X		X		X	X	
A615	WINDOW SCHEDULE & DETAILS - INTERIOR					X		X	X	
A616	INTERIOR WINDOW TYPES					X		X	X	
A701	STAIR A ENLARGED PLANS & SECTIONS		X	X		X		X	X	
A702	STAIR A - SECTIONS		X	X		X		X	X	
A703	STAIR B ENLARGED PLANS & SECTIONS		X	X		X		X	X	
A704	STAIR C ENLARGED PLANS, SECTIONS & DETAILS		X	X		X		X	X	
A705	STAIR DETAILS		X	X	X	X	X	X	X	
A706	HOISTWAY 'A' PLANS & SECTIONS		X	X		X		X	X	
A707	HOISTWAY 'B-C' PLANS & SECTIONS		X	X		X		X	X	
A708	ELEVATOR DETAILS		X	X		X		X	X	
A709	RAMPS & EGRESS DOOR DETAILS			X		X		X	X	
A710	ENLARGED PLAN & SECTIONS - GRAND STAIR					X		X	X	
A711	GRAND STAIR DETAILS					X		X	X	
A801	FINISH PLAN - LEVEL 1					X		X	X	
A802	FINISH PLAN - LEVEL 2					X		X	X	

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8	9
A803	FINISH PLAN - LEVEL 3					X		X	X	
A804	FINISH PLAN - LEVEL MEZZANINE					X		X	X	
A805	ROOM FINISH SCHEDULE					X		X	X	
A806	WIFI ACCESS POINT PLANS									X
A820	FINISH LEGEND & DETAILS					X		X	X	
A822	CASEWORK SECTIONS					X		X	X	

MECHANICAL

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		X		
M111	LEVEL 1 COMPOSITE PLAN - NEW WORK - HVAC					X		X		
M111.A	PART FLOOR PLAN - TUNNEL AND LEVEL 1 - NEW WORK - HVAC					X		X		
M111.B	PART FLOOR PLAN - LEVEL 1 - NEW WORK - HVAC					X		X		
M111.D	PART FLOOR PLAN - LEVEL 1 - NEW WORK - HVAC					X		X		
M112	LEVEL 2 COMPOSITE PLAN - NEW WORK - HVAC					X		X		
M112.A	PART FLOOR PLAN - LEVEL 2 - NEW WORK - HVAC					X		X		
M112.B	PART FLOOR PLAN - LEVEL 2 - NEW WORK - HVAC					X		X		
M112.C	PART FLOOR PLAN - LEVEL 2 - NEW WORK - HVAC					X		X		
M112.D	PART FLOOR PLAN - LEVEL 2 - NEW WORK - HVAC					X		X		
M113	LEVEL 3 COMPOSITE PLAN - NEW WORK - HVAC									
M113.A	PART FLOOR PLAN - LEVEL 3 - NEW WORK - HVAC					X		X		
M113.B	PART FLOOR PLAN - LEVEL 3 - NEW WORK - HVAC					X		X		
M113.C	PART FLOOR PLAN - LEVEL 3 - NEW WORK - HVAC					X		X		
M113.D	PART FLOOR PLAN - LEVEL 3 - NEW WORK - HVAC					X		X		
M114	FLOOR PLAN - LEVEL 4 - NEW WORK - HVAC					X		X		
M115	FLOOR PLAN - ATTIC - NEW WORK - HVAC					X		X		
M116	PART FLOOR PLAN - ROOF - NEW WORK - HVAC					X		X		
M117	FLOOR PLAN - OVERALL ROOF - NEW WORK - HVAC					X		X		
M501	MECHANICAL DETAILS					X		X		
M502	MECHANICAL DETAILS					X		X		
M601	MECHANICAL SCHEDULES					X		X		
M602	MECHANICAL SCHEDULES					X		X		
M701	MECHANICAL ATC					X		X		
M702	MECHANICAL ATC					X		X		
M801	MECHANICAL RISERS					X		X		
M802	MECHANICAL RISERS					X		X		

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8	9
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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						
EPP701	ELECTRICAL SINGLE LINE DIAGRAM AND SCHEDULES			X						
E000	ELECTRICAL LEGEND, CONVENTIONS, AND ABBREVIATIONS					X		X		
E101	LEVEL 1 COMPOSITE PLAN - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E101.A	PART FLOOR PLAN - TUNNEL AND LEVEL 1 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E101.B	PART FLOOR PLAN - LEVEL 1 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E101.D	PART FLOOR PLAN - LEVEL 1 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E102	LEVEL 2 COMPOSITE PLAN - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E102.A	PART FLOOR PLAN - LEVEL 2 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E102.B	PART FLOOR PLAN - LEVEL 2 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E102.C	PART FLOOR PLAN - LEVEL 2 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E102.D	PART FLOOR PLAN - LEVEL 2 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E103	LEVEL 3 COMPOSITE PLAN - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E103.A	PART FLOOR PLAN - LEVEL 3 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E103.B	PART FLOOR PLAN - LEVEL 3 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E103.C	PART FLOOR PLAN - LEVEL 3 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E103.D	PART FLOOR PLAN - LEVEL 3 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E104	FLOOR PLAN - LEVEL 4 - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E105	PART FLOOR PLAN - ATTIC - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E106	PART FLOOR PLAN - ROOF - NEW WORK - LIGHTING AND FIRE ALARM					X		X		
E111	LEVEL 1 COMPOSITE PLAN - NEW WORK - POWER AND COMMUNICATION					X		X		
E111.A	PART FLOOR PLAN - TUNNEL AND LEVEL 1 - NEW WORK - POWER AND					X		X		
E111.B	COMMUNICATIONS					X		X		
E111.D	PART FLOOR PLAN - LEVEL 1 - NEW WORK - POWER AND COMMUNICATIONS					X		X		

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8	9
E112	LEVEL 2 COMPOSITE PLAN - NEW WORK - POWER AND COMMUNICATION					X		X		
E112.A	PART FLOOR PLAN - LEVEL 1 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E112.B	PART FLOOR PLAN - LEVEL 2 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E112.C	PART FLOOR PLAN - LEVEL 2 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E112.D	PART FLOOR PLAN - LEVEL 2 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E113	LEVEL 3 COMPOSITE PLAN - NEW WORK - POWER AND COMMUNICATION					X		X		
E113.A	PART FLOOR PLAN - LEVEL 2 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E113.B	PART FLOOR PLAN - LEVEL 3 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E113.C	PART FLOOR PLAN - LEVEL 3 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E113.D	PART FLOOR PLAN - LEVEL 3 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E114	FLOOR PLAN - LEVEL 4 - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E115	FLOOR PLAN - ATTIC - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E116	FLOOR PLAN - ROOF - NEW WORK - POWER AND COMMUNICATIONS					X		X		
E117	FLOOR PLAN - OVERALL ROOF - NEW WORK - ELECTRICAL					X		X		
E301	SITE PLAN - NEW WORK - ELECTRICAL					X		X		
E401	PART PLANS - NEWWORK - ELECTRICAL					X		X		
E402	ELECTRICAL - CONDUIT PLANS - STAIR A					X		X		
E403	ELECTRICAL - CONDUIT PLANS - STAIR B					X		X		
E404	ELECTRICAL - CONDUIT PLANS - STAIR C					X		X		
E501	ELECTRICAL SINGLE LINE DIAGRAM					X		X		
E601	ELECTRICAL DETAILS - SITE PLAN DETAILS					X		X		
E602	ELECTRICAL DETAILS - EQUIPMENT DETAILS					X		X		
E603	ELECTRICAL DETAILS					X		X		
E604	ELECTRICAL DETAILS - LIGHTING DETAILS					X		X		
E605	ELECTRICAL DETAILS - LIGHTING DETAILS					X		X		
E606	ELECTRICAL DETAILS - LIGHTING DETAILS					X		X		
E607	ELECTRICAL DETAILS - FIRE ALARM DETAILS					X		X		
E701	ELECTRICAL SCHEDULES					X		X		
E702	ELECTRICAL SCHEDULES					X		X		
E703	ELECTRICAL SCHEDULES					X		X		
E704	ELECTRICAL SCHEDULES					X		X		
E705	ELECTRICAL SCHEDULES					X		X		

Sheet Number	Sheet Name	1	2	3	4	5	6	7	8	9
PLUMBING										
P000	PLUMBING LEGEND, CONVENTIONS, AND ABBREVIATIONS					X		X		
P100	UNDERSLAB COMPOSITE PLAN - NEW WORK - PLUMBING					X		X		
P100.A	PART FLOOR PLAN - TUNNEL AND UNDERSLAB - NEW WORK - PLUMBING					X		X		
P100.B	PART FLOOR PLAN - UNDERSLAB - NEW WORK - PLUMBING					X		X		
P100.C	PART FLOOR PLAN - UNDERSLAB - NEW WORK - PLUMBING					X		X		
P100.D	PART FLOOR PLAN - UNDERSLAB - NEW WORK - PLUMBING					X		X		
P101	LEVEL 1 COMPOSITE PLAN - NEW WORK - PLUMBING					X		X		
P101.A	PART FLOOR PLAN - LEVEL 1 - NEW WORK - PLUMBING					X		X		
P101.B	PART FLOOR PLAN - LEVEL 1 - NEW WORK - PLUMBING					X		X		
P101.D	PART FLOOR PLAN - LEVEL 1 - NEW WORK - PLUMBING					X		X		
P102	LEVEL 2 COMPOSITE PLAN - NEW WORK - PLUMBING					X		X		
P102.A	PART FLOOR PLAN - LEVEL 2 - NEW WORK - PLUMBING					X		X		
P102.B	PART FLOOR PLAN - LEVEL 2 - NEW WORK - PLUMBING					X		X		
P102.C	PART FLOOR PLAN - LEVEL 2 - NEW WORK - PLUMBING					X		X		
P102.D	PART FLOOR PLAN - LEVEL 2 - NEW WORK - PLUMBING					X		X		
P103	LEVEL 3 COMPOSITE PLAN - NEW WORK - PLUMBING					X		X		
P103.A	PART FLOOR PLAN - LEVEL 3 - NEW WORK - PLUMBING					X		X		
P103.B	PART FLOOR PLAN - LEVEL 3 - NEW WORK - PLUMBING					X		X		
P103.C	PART FLOOR PLAN - LEVEL 3 - NEW WORK - PLUMBING					X		X		
P103.D	PART FLOOR PLAN - LEVEL 3 - NEW WORK - PLUMBING					X		X		
P104	FLOOR PLAN - LEVEL 4 - NEW WORK - PLUMBING					X		X		
P105	FLOOR PLAN - ATTIC - NEW WORK PLUMBING					X		X		
P106	PART FLOOR PLAN - ROOF - NEW WORK - PLUMBING					X		X		
P107	FLOOR PLAN - OVERALL ROOF - NEW WORK - PLUMBING					X		X		
P501	PLUMBING DETAILS					X		X		
P601	PLUMBING SCHEDULES					X		X		
P701	PLUMBING RISERS					X		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
TA201	AUDIOVISUAL OVERALL RCP - LEVEL 1									X
TA202	AUDIOVISUAL OVERALL 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
TA401	AUDIOVISUAL DETAILS									X
TA501	AUDIOVISUAL FUNCTIONAL DRAWINGS									X
TA502	AUDIOVISUAL FUNCTIONAL DRAWINGS									X
TA503	AUDIOVISUAL FUNCTIONAL DRAWINGS									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

SIGNAGE

W001	SIGNAGE GENERAL									X
W002	SIGNAGE SCHEDULE									X
W011	SIGNAGE PLANS – LEVEL 1 & TUNNEL									X
W012	SIGNAGE PLAN – LEVEL 2									X
W013	SIGNAGE PLANS – LEVEL 3, MAIN ROOF & MEZZANINE									X

W102	INTERIOR SIGNAGE ELEVATIONS										X
W103	SIGNAGE – PASSENGER ELEVATORS										X
W104	SIGNAGE – SERVICE ELEVATOR										X

END OF SECTION

Not For Bid

SECTION 00 11 16

INVITATION TO BID

Sealed bids for **OMB/DFM Contract No. MJ0217000003-BP5 – Customs House Renovation and Addition – Interior Signage, Audio Visual, Structured Cabling, and Final Cleaning** will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by way of the Bonfire Portal at <https://DFM.bonfirehub.com> until **1:00 PM local time on October 20, 2026**. Bidder bears the risk of late submission.

Bids will be opened and read aloud at 2:00 p.m. local time on October 20, 2026 at the Haslet Armory, 122 Martin Luther King Blvd. S., Dover, DE 19901.

A **MANDATORY** Pre-Bid Meeting will be held on **October 1, 2026, at 2:00 PM** in the **EDiS Office 110 S Poplar St Suite 400, Wilmington, DE 19801**, for the purpose of establishing the list of subcontractors and to answer questions. Upon arrival, attendees are to check in at front desk for directions to pre-bid meeting room.

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 request for access via email to Crystal Watson at cwatson@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.

END OF SECTION

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Not For Bid

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 By submitting a Bid, the Bidder represents that:

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

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

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

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

3.3 SUBSTITUTIONS

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

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

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

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

3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon

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

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. **NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE.** The bidder must list in each category the full name and address (City & State) of the 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

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

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

5.1 OPENING/REJECTION OF BIDS

- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.
- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.
- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.
- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
 - C. The Bidder's written safety plan;
 - D. Whether the Bidder is qualified legally to contract with the State;
 - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.

- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

END OF SECTION

Not For Bid

Not For Bid

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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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CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-01 Interior Signage

BID FORM

For Bids Due: October 20, 2026

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

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.

Add/Deduct _____ (\$ _____)

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-01 Interior Signage

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:

	<u>ADD</u>	<u>DEDUCT</u>
UNIT PRICE No. 1:	N/A \$ /LF	N/A \$ /LF

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-01 Interior Signage

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 the calendar days as indicated in the construction master schedule from the Notice to Proceed.

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

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

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

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

(State of Corporation)

Business Address: _____

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

(Title)
Date: _____

ATTACHMENTS

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

CUSTOMS HOUSE RENOVATION AND ADDITION
#MJ0217000003-BP5A

516 N. KING ST, WILMINGTON DE 19801
September 8, 2026

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-01 Interior Signage

BID FORM

SUBCONTRACTOR LIST

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

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

BID FORM
00 41 13 - 4

TEVEBAUGH ARCHITECTURE
TA PROJECT NO. 21037

516 N. KING ST, WILMINGTON DE 19801
September 8, 2026

CUSTOMS HOUSE RENOVATION AND ADDITION
#MJ0217000003-BP5A

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-01 Interior Signage

BID FORM (Continued)

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

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-01 Interior Signage

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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-01 Interior Signage

**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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-01 Interior Signage

**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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-02 Audio Visual

BID FORM

For Bids Due: October 20, 2026

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

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. 2 – 10' x 11'6" DVLED Display Monitors

Add/Deduct (\$)

Alternate No. 3 – Maintenance of 10' x 11'6" DVLED Display Monitors

Add/Deduct (\$)

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-02 Audio Visual

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:

		<u>ADD</u>	<u>DEDUCT</u>
UNIT PRICE No. 1:	N/A	\$ N/A /LF	\$ N/A /LF

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-02 Audio Visual

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 the calendar days as indicated in the construction master schedule from the Notice to Proceed.

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

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

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

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

(State of Corporation)

Business Address: _____

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

(Title)

Date: _____

ATTACHMENTS

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

CUSTOMS HOUSE RENOVATION AND ADDITION
#MJ0217000003-BP5A

516 N. KING ST, WILMINGTON DE 19801
September 8, 2026

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-02 Audio Visual

BID FORM

SUBCONTRACTOR LIST

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

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

BID FORM
00 41 13 - 4

TEVEBAUGH ARCHITECTURE
TA PROJECT NO. 21037

516 N. KING ST, WILMINGTON DE 19801
September 8, 2026

CUSTOMS HOUSE RENOVATION AND ADDITION
#MJ0217000003-BP5A

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-02 Audio Visual

BID FORM (Continued)

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

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-02 Audio Visual

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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-02 Audio Visual

**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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-02 Audio Visual

**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.

BID FORM

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

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 – Data Drops

Add/Deduct (\$)

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-03 Structured Cabling

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:

UNIT PRICE No. 1: N/A \$ N/A /LF \$ N/A /LF

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-03 Structured Cabling

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 the calendar days as indicated in the construction master schedule from the Notice to Proceed.

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

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

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

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

(State of Corporation)

Business Address: _____

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

(Title)

Date: _____

ATTACHMENTS

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

CUSTOMS HOUSE RENOVATION AND ADDITION
#MJ0217000003-BP5A

516 N. KING ST, WILMINGTON DE 19801
September 8, 2026

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-03 Structured Cabling

BID FORM

SUBCONTRACTOR LIST

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

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

516 N. KING ST, WILMINGTON DE 19801
September 8, 2026

CUSTOMS HOUSE RENOVATION AND ADDITION
MJ0217000003-BP5A

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-03 Structured Cabling

BID FORM (Continued)

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

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-03 Structured Cabling

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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-03 Structured Cabling

**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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-03 Structured Cabling

**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.

BID FORM

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

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.

Add/Deduct _____ (\$ _____)

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-04 Final Cleaning

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:

		<u>ADD</u>	<u>DEDUCT</u>
UNIT PRICE No. 1:	N/A	\$ N/A /LF	\$ N/A /LF

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-04 Final Cleaning

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: _____
(SEAL) (Authorized Signature)

(Title)

Date: _____

ATTACHMENTS

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

CUSTOMS HOUSE RENOVATION AND ADDITION
#MJ0217000003-BP5A

516 N. KING ST, WILMINGTON DE 19801
September 8, 2026

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-04 Final Cleaning

BID FORM

SUBCONTRACTOR LIST

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

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

BID FORM
00 41 13 - 4

TEVEBAUGH ARCHITECTURE
TA PROJECT NO. 21037

516 N. KING ST, WILMINGTON DE 19801
September 8, 2026

CUSTOMS HOUSE RENOVATION AND ADDITION
#MJ0217000003-BP5A

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-04 Final Cleaning

BID FORM (Continued)

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

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-04 Final Cleaning

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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-04 Final Cleaning

**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.

CUSTOMS HOUSE RENOVATION AND ADDITION
516 N. KING STREET
WILMINGTON, DE 19801
#MJ0217000003-BP5A 5A-04 Final Cleaning

**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.

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

Corporate Seal By: _____
Name of Bidder (Organization)
Authorized Signature

Attest _____
Title

Witness: _____ By: _____
Name of Surety
Title

Not For Bid

END OF SECTION

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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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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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

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."

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

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.

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

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

all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

END OF SECTION

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,

subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

END OF SECTION

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 _____

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.

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)

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 substitution 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

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

Not For Bid

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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

Not For Bid

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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
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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."

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.

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.

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.

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.

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

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.

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

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

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.

END OF SECTION

Not For Bid

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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.

END OF SECTION

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

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

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 11, 2026

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	30.70	27.78	55.01
BOILERMAKERS	91.87	46.61	68.52
BRICKLAYERS	68.29	68.29	68.29
CARPENTERS	64.06	64.06	52.30
CEMENT FINISHERS	96.91	68.92	53.44
ELECTRICAL LINE WORKERS	61.02	52.34	39.90
ELECTRICIANS	86.87	86.87	86.87
ELEVATOR CONSTRUCTORS	121.73	86.57	109.37
GLAZIERS	88.42	88.42	76.04
INSULATORS	71.54	71.54	71.54
IRON WORKERS	79.33	79.33	79.33
LABORERS	59.65	59.65	59.65
MILLWRIGHTS	91.00	91.00	73.10
PAINTERS	61.53	61.53	61.53
PILEDRIVERS	93.37	52.83	42.72
PLASTERERS	40.06	40.06	29.69
PLUMBERS/PIPEFITTERS/STEAMFITTERS	82.05	85.29	78.26
POWER EQUIPMENT OPERATORS	85.29	85.29	85.29
ROOFERS-COMPOSITION	36.41	31.28	33.64
ROOFERS-SHINGLE/SLATE/TILE	24.68	29.36	23.08
SHEET METAL WORKERS	87.84	87.84	87.84
SOFT FLOOR LAYERS	63.69	63.69	50.43
SPRINKLER FITTERS	77.63	77.63	77.63
TERRAZZO/MARBLE/TILE MNRS	73.75	73.75	84.10
TERRAZZO/MARBLE/TILE STRS	81.93	81.93	93.27
TRUCK DRIVERS	58.41	36.83	28.66

CERTIFIED: 4-13-2026

BY: *Salina Choudhary*
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 OF CLASSIFICATIONS, PHONE (302) 318-2769.

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

PROJECT: OMB22143-CUSTOM-CM New Castle County Courthouse Expansion Phase 3, New Castle County

PREVAILING WAGE DEBARMENT LIST

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

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

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.</u> 6960

Updated: July 6, 2022

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SECTION 00 81 13

GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL
2. OWNER
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7. CHANGES IN THE WORK
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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

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

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

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- 3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

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

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.
- 4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
 2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.
- 5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.
- 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS
- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All

penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

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

ARTICLE 7: CHANGES IN THE WORK

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

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

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

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).

7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased

and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

7.3.3 In addition to the above:

7.3.3.1 The General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces.

7.3.3.2 For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven- and one-half percent (7.5%) on the subcontractor's work.

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

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

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

ARTICLE 8: TIME

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

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

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

8.4 SUSPENSION AND DEBARMENT

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

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension

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

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

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

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances,

rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

- 10.2 The Contractor shall notify the Owner in the event any ~~existing~~ **previously unknown** hazardous material such as ~~lead~~, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval **to the closeout documents to be submitted at the end of the project.**
- 10.2.1 **Any activities with the potential to disturb lead-based materials should be performed by the Contractor in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.**
- 10.2.1.1 **The Contractor shall notify the Owner in the event they encounter previously unknown material that they suspect may contain "lead". The Owner will arrange with a qualified specialist for identification and testing and advise the Contractor of the results. In the case that testing identifies potential lead based materials, the contractor shall continue performance of the work that has the potential to disturb associated in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.**
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

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

- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
- 11.7.1 Contractor's Contractual Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|----------------------------|----------------------------------|
| Bodily Injury | \$1,000,000
\$3,000,000 | for each occurrence
aggregate |
| Property Damage | \$1,000,000
\$3,000,000 | for each occurrence
aggregate |
- 11.7.2 Contractor's Protective Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|----------------------------|----------------------------------|
| Bodily Injury | \$1,000,000
\$3,000,000 | for each occurrence
aggregate |
| Property Damage | \$1,000,000
\$3,000,000 | for each occurrence
aggregate |
- 11.7.3 Automobile Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|----------------------------|--|
| Bodily Injury | \$1,000,000
\$1,000,000 | for each person
for each occurrence |
| Property Damage | \$500,000 | per accident |
- 11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
- 11.7.5 Workmen's Compensation (including Employer's Liability):
- 11.7.5.1 Minimum Limit on employer's liability to be as required by law.

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.1 CUTTING AND PATCHING
- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.
- 13.2 DIMENSIONS
- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.
- 13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.
- 13.4 ARCHAEOLOGICAL EVIDENCE
- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.
- 13.5 GLASS REPLACEMENT AND CLEANING
- 13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.
- 13.6 WARRANTY
- 13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

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

END OF SECTION

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

Date: _____

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

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

Not For Bid

END OF SECTION

Not For Bid

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516 N. KING ST, WILMINGTON DE 19801
CUSTOM HOUSE RENOVATION AND ADDITION
#MJ0217000003

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at: <https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20JUNE%201%202022.pdf> If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

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

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

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

Craft(s):

Contractor Name:

Contractor Address:

**Contractor Program
Registration Number(s)**

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

Or

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

Or

☐ Craft Training requirements are not applicable because:

Authorized Representative (typed or printed):

Authorized Representative (signature):

Title:

State of Delaware

County of

ss:

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

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

20____.

Notary Public

Commission Expires

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

END OF SECTION

DIGITAL RELEASE FORM

The undersigned receiving entity ("Recipient") owning, occupying, performing work, furnishing materials or providing services in connection with the Project agrees to the terms and conditions in the following document which shall govern the undersigned's access to, receipt and use of Digital Files prepared by Tevebaugh Architecture, its consultants, and sub-consultants ("Transferor").

END OF SECTION

Not For Bid

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SECTION 01 10 00

SUMMARY OF WORK

SECTION 011100 - SUMMARY OF WORK

1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Sections, apply to work of this Section.

2. CONTRACTS

- A. The work will be performed under separate prime contracts managed by the Construction Manager.

3. ALTERATIONS & COORDINATION

- A. Contractor shall be responsible to coordinate their work with the work of others, including, but not limited to, the preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of activity, through project close-out and warranty periods.

4. KNOWLEDGE OF CONTRACT REQUIREMENTS

- A. The Contractor and his Subcontractors, Sub-subcontractors and material men shall consult in detail the Contract Documents for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.
- B. The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and material men of all existing conditions affecting the execution of the Work.
- C. The Contractor will be held to have examined the Contract Documents and modifications thereto, as they may affect subdivisions of the Work and informed himself, his Subcontractors, Sub-subcontractors and material men of all conditions thereof affecting the execution of the Work.
- D. The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended, without any gaps between the various subdivisions of work.
- E. The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the area of the Project including, but not limited to, Unions, incentive pay, procurements,

living, parking and commuting conditions and to have informed his Subcontractors and Sub-subcontractors thereof.

5. CONTRACT DOCUMENTS INFORMATION

- A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Construction Manager immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.
- B. The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.
- C. Dimensions given on the Drawings govern scale measurements and large-scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large-scale drawings.
- D. The techniques or methods of specifying to record requirements vary throughout text, and may include "prescriptive", "open generic/descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The methods used for specifying one unit of work have no bearing on requirements for another unit of work.
- E. Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.
- F. Whenever a material, article or piece of equipment is specified by reference to a governmental, trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.
- G. In addition to the requirements of the Contract Documents, Contractor's work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.
- H. Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.
- I. Reference standards referenced directly in Contract Documents or by governing regulations

have precedence over non-reference standards which are recognized in industry for applicability of work.

- J. Contractor's bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.

6. SCOPE OF WORK/GENERAL INFORMATION

- A. A Scope of Work for each contract to be awarded on the project follows in this section. When a Contract has been awarded to a Contractor, the successful Contractor will be listed after the title of the Contract. When no Contract has yet been awarded, no Contractor's name will be listed. Previous Scopes of Work include addendum changes.
- B. Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.
- C. The Construction Manager will provide on-site a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.
- D. A dumpster will be provided on site for free use by Contractors to dispose of non-hazardous, common, work-related refuse. Clean-up is the responsibility of each Contractor. Clean up shall be performed on a daily basis. Contractors not complying will be advised in writing and back charged for all costs associated with the cleanup of their work.
- E. Contractors are reminded that there are limited storage areas available on site. Off-site storage will be the responsibility of each individual Contractor.
- F. Office trailer permits off site will be the responsibility of each individual Contractor. On site Contractor's field offices, one (1) per Contractor, if required, will be located as directed by the Construction Manager.
- G. Contractor will be prepared to discuss and submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule or as directed by the Construction Manager. The Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.
- H. All bids must include insurance limits in accordance with Article 11 of Section 007300

SUPPLEMENTARY CONDITIONS.

- I. Hoisting, scaffolding and material handling are the responsibility of each Contractor, unless otherwise noted.
- J. Contractor will be responsible for the layout of its own work. The Construction Manager will provide benchmark and layout of the building line.
- K. Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an overtime basis and backcharge the Contractor responsible.
- L. Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.
- M. The Construction Manager will provide testing services for soil, concrete and steel. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 004500 - QUALITY CONTROL.
- N. Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.
- O. Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.
- P. Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.
- Q. Contractor shall submit a schedule of values to the Construction Manager prior to the submission of their first invoice for approval through Building Blok.
- R. Contractor is expected to review and coordinate its Work with the complete set of Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.
- S. Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, the building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.
- T. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- U. Contractor shall absorb, without additional compensation, any and all costs of working

- beyond normal hours to maintain job progress in accordance with the current construction schedule.
- V. No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal regulations.
 - W. Daily cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Contractor will be individually back charged by the Construction Manager for cleanup not satisfactorily performed by the Contractor.
 - X. In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal with the Owner.
 - Y. This project is to be constructed adjacent to existing buildings. Contractor shall exercise all due precautions to minimize noise, air pollution and any other construction hazards which in any way would cause discomfort or danger to the occupants of the existing building in the area.
 - Z. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible for re-installing the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible for re-installing the Safety Cable System in accordance with OSHA standards.
 - AA. Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.
 - AB. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
 - AC. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, Construction Manager may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.
 - AD. Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar workdays to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs

incurred.

AE. Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.

AF. **Prohibition of Using Photographs on EDiS Projects:** The Contractor and all associated subcontractors agrees to not issue any news release or advertising pertaining to the Work or the Project, including references to the Project on the Contractor's/subcontractor website or other social media outlets, without obtaining EDiS' prior written approval, in each instance. The Contractor, for itself, its employees, vendors and subcontractors, agrees to not use the name of the Owner, the Project, EDiS or any photographs, videos, or other images of the Project in connection with any of Contractor's business promotion activities, advertising, website, social media outlets, or operations, without EDiS' prior written approval in each instance.

Not For Bid

CONTRACT NO. 5-01 – INTERIOR SIGNAGE

Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 061053	Miscellaneous Rough Carpentry
Section 101423	Panel Signage

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all labor, materials, tools, equipment, supervision, and incidentals required to furnish and install all signage in accordance with project documents and applicable codes and standards.
2. Provide all interior signage as indicated in the signage drawings including but not limited to:
 - i. Room identification signs (i.e. offices, restrooms, conference rooms, maintenance, reception, etc)
 - ii. ADA-compliant signs with raised text and Braille
 - iii. Directional and wayfinding signs
 - iv. Life safety and code-required signage (i.e. exit route maps, stair IDs, fire extinguishers, etc)
 - v. Building directory signage
 - vi. Informational and regulatory signage (i.e. "No Smoking", "Authorized Personnel Only", etc.)
 - vii. Specialty or custom signs
3. Provide 72" diameter powder coated cast aluminum plaque as indicated on A1/A312. Contractor to review mounting details and understand that plaque is to be blind-mounted with stainless steel anchors, veneer ties within 16" of the plaque to be at every course and 16" O.C. horizontally.
4. Provide custom powder coated extruded aluminum lettering stating "CUSTOM HOUSE" as indicated on A1/A312.
5. Provide signage at all horizontal shaftwall assemblies as indicated on B5/A529.
6. Provide all required hardware, anchors, adhesives, and fasteners for complete installation. Coordinate adhesives and fasteners with mounting surfaces.
7. Conduct all sign assembly and modifications of signs off site.
8. Field verify all dimensions and existing conditions prior to submission of shop drawings.
9. All applicable engineering included.
10. All signs designated with 3D tactile print and braille shall meet ADA mounting standards. All braille to be finished in white to match P3 and raised tactile symbols per ADA requirements.

11. Protect adjacent finished and surfaces during installation.
12. Coordinate with other trades (i.e. millwork, glazing, electrical, etc.) for integration of signage where applicable.
13. Clean up. Remove all debris and packaging from the work area on a daily basis.
14. All guarantees and warranties to begin at the substantial completion of the entire project. Maintain materials prior to substantial completion.
15. This is not a secure site. All contractors are responsible for concealing, locking and /or removing any materials on a daily basis. The Owner and EDiS will not be responsible for any lost tools, materials or equipment.
16. There is no onsite parking or storage.
17. Provide at least a 48-hour notice prior to any delivery. All deliveries are to be between 8:00 AM and 2:00 PM.
18. Included within this contract's base bid an allowance of \$5,000 for work to be determined by the owner and construction manager. Any unused allowance funds will be returned to the owner by means of a credit change order.

CONTRACT NO. 5-02 – AUDIO VISUAL

Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 26	Electrical
Division 27	Communications
Division 28	Electronic Safety and Security
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Section 087100	Door Hardware

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide a complete audio-visual system including all labor, materials, design, engineering, turnkey installation, warranties, and permits as indicated on the drawings, schedules and in the specifications. Contractor shall include coordination with Delaware Department of Technologies & Information (DTI) as necessary.
2. All work associated with the AV system procurement and installation scope of work must be performed by a vendor that is listed on the current State of Delaware Audio Visual Equipment and Audio-Visual Web Conferencing Contract DTI250061-AV_EQPTCONF.
3. Coordinate all IP device requirements, network connectivity requirements, and wall blocking/backing for AV equipment with other trades as necessary and the Owner/vendors.
4. Provide NEMA electrical power conditioning components for installation by the Electrical Contractor.
5. All installation of devices and or equipment shall be coordinated with the Owner prior to installation based on existing conditions.
6. It is the intent of the Drawings and Specifications to provide complete operating Audio-Visual Systems. All work necessary to provide such a system shall be performed. Any discrepancies shall be brought to the Owner's attention.
7. Any given item of equipment or material shall be the product of one manufacturer throughout the facility. Multiple manufacturers of any one item will not be permitted, unless specifically noted otherwise.
8. This Contractor includes all systems, equipment, and control as described in Specification 27 41 16-2.2.

9. For matters concerning cabling type, size, etc. bidders must review and be in compliant with the State of Delaware Standards and Policies including the DTI Cabling and Wiring Standard which can be found at the following sites:

<https://dti.delaware.gov/technology-services/standards-and-policies/>

<https://webfiles.dti.delaware.gov/pdfs/pp/CablingAndWiringStandard.pdf>

10. This Contractor includes all ethernet cabling for AV systems using plenum rated cables back to associated IDF or MDF room. This Contract includes voice/data wall plates as indicated on the Audio-Visual documents (TA drawing series). Refer to "Ethernet Cabling" notes on electrical drawings for information on cable type and colors. Data outlets shown on the electrical and security drawings to be provided by others.
11. Data outlets shall have two data ports and two CAT6A plenum rated cables.
12. The Electrical Contractor shall provide in wall back box and conduit rough ins for data outlets. This Contractor owns all cable pulls, and terminations.
13. Patch cabling for AV equipment/devices as indicated in project documents to be provided by contract 5-02 Audio Visual. Refer to "Ethernet Cabling" notes on electrical drawings for information on patch cable types and colors.
14. Install firestop at all slab and wall penetrations provided for the installation of cable as required to maintain fire rating of slab or wall. Review architect's plans for partition types. The Contractor shall be responsible for verifying the fire rating of all walls and floors having cabling penetrations, coordinate sealant installation with work of other trades. Refer to electrical specifications for material and installation parameters.
15. The Egan 64100 has been discontinued. Bid the following:
Seminar Room 207: (2) Egan "AVA", height-adjusting lecterns using Egan HPL Ashwood as the basis of design, and submit samples of standard Egan HPL colors for final selection.

Courtroom 340: (1) Egan "AVA", height-adjusting lectern using CUSTOM HPL to match Wilsonart Antique White 1572-60. Provide all with standard cable pathway, pull-out work surface and wheels, and optional AV Rack and door lock.

See plans for locations.
16. Coordinate locations of the following with mounting heights as indicated on the drawings:
- Technical wall plates
 - AV input/output connections
 - Video projector connections
 - Control panels
 - Pull boxes

17. Cable runs throughout the building shall be supported from the building structure with approved hanger assemblies; cables on top of ceiling tiles or cables supported by ceiling grid will not be accepted.
18. Contractor shall coordinate equipment spreadsheet in Specification 27 41 16 with equipment shown on project drawings. Any discrepancies identified between the two shall be brought to the attention of the Construction Manager and Owner immediately.
19. Permits and inspections.
20. Penetrations through walls, floors, etc. including cutting, patching and fire safing.
21. Testing.
22. Clean up.
23. All guarantees and warranties begin at the substantial completion of the entire project. Maintain equipment prior to substantial completion.
24. This Contractor shall provide a warranty that is valid for a period of three (3) years following the date of substantial completion. System acceptance shall commence when all parts, components, sub-Systems, and Systems have been tested, shown to be working in accordance with the Specification, and approved by the Owner at substantial completion. In the event that defects in the materials and/or workmanship are identified during the warranty period, the Contractor shall provide all labor and materials as may be required for prompt correction of the defect.
25. Before Acceptance Tests are scheduled, the Contractor shall perform their own system check-out. Contractor shall furnish all required test equipment and shall perform all work necessary to determine and/or modify the performance of the system to meet the requirements of this specification. This work shall include the testing of all audio systems for compliance with the performance standards, and the testing of all video/audio signal paths.
26. System Training will be performed by the Contractor after the systems have been fully completed and tested by the Contractor. The Owner will determine the number of personnel to participate in the training. The System Training will consist of up to 40 hours of training
27. Hoisting, rigging and scaffolding.
28. As-built drawings showing updated cable routes, outlet locations, rack elevation and numbering schemes, cable schedules, etc.
29. Wiring, plates, devices, and controllers for audio visual system
30. In-wall and exposed ceiling pathways to be provided by E.C. Contractor shall coordinate with electrician for exposed ceiling pathways.
31. Cable trays by this Contractor.

32. AV rack provided by this Contractor.
33. Contractor shall include testing of the audio-visual system with the fire alarm contractor and provide necessary means for fire alarm system to interface with audio visual system.
34. Projectors or projection screens by this Contractor.
35. Speakers by the Contractor.
36. Floor boxes shall be provided by Others.
37. This is not a secure site. All contractors are responsible for concealing, locking and /or removing any materials on a daily basis. The Owner and EDiS will not be responsible for any lost tools, materials or equipment.
38. There is no onsite parking or storage.
39. Provide at least a 48-hour notice prior to any delivery. All deliveries are to be between 8:00 AM and 2:00 PM.
40. Included within this contract's base bid an allowance of \$10,000 for work to be determined by the owner and construction manager. Any unused allowance funds will be returned to the owner by means of a credit change order.

CONTRACT NO. 5-03 – STRUCTURED CABLING

Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 26	Electrical
Division 27	Communications
Division 28	Electronic Safety and Security
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Section 087100	Door Hardware

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

41. Provide all labor, materials, tools, equipment, and services necessary to supply and install a complete structured cabling system to support voice, teledata, access control, security, controls, wireless access points, and low-voltage network requirements in accordance with the project documents and industry standards.
42. Coordinate with the Access Control and Security Contractor and provide all structured cabling for the following systems as necessary:
 - i. Video Surveillance.
 - ii. Access Control
 - iii. Intrusion Detection
 - iv. Video Intercom
 - v. PLC Controller
 - vi. Panic Alerting
43. **Horizontal cabling:**
 - vii. Furnish and install Category-rated twisted-pair copper cabling as specified.
 - viii. Route cables from Telecommunications Rooms to work area outlets.
 - ix. Maintain proper cable support, bend radius, separation from electrical sources, and compliance with primary standards.
 - x. Label all cables at both ends.
 - xi. Perform all terminations as necessary.
44. **Backbone Cabling:**
 - i. Install fiber optic backbone cabling between MDF and IDF locations.
 - ii. Provide single-mode and/or multi-mode fiber as indicated on the project documents.
 - iii. Install copper backbone (if required) for voice and legacy systems.
 - iv. Furnish and install fiber termination panels, splice trays, and connectors as specified
45. **Telecommunications Rooms:**

- v. For details 3 and 7 on E603 install 4 post racks with vertical PDUs and vertical horizontal cable managers. Install per diagram on E603, with the switches in one rack separated by 2U cable managers and the patch panels in the other rack with horizontal cable managers between them. For 4-post racks provide the Hubbell SF841924T or approved equal.
 - vi. Install ladder rack overhead pathways.
 - vii. Provide grounding and bonding per code and manufacturer requirements.
 - viii. Provide rack labeling.
46. For matters concerning cabling type, size, etc. bidders must review and be in compliant with the State of Delaware Standards and Policies including the DTI Cabling and Wiring Standard which can be found at the following sites:
- <https://dti.delaware.gov/technology-services/standards-and-policies/>
- <https://webfiles.dti.delaware.gov/pdfs/pp/CablingAndWiringStandard.pdf>
47. This Contractor includes all ethernet cabling shown on the Electrical drawings with the exception of data outlets designated with the letter "S". Cables shall be plenum rated cables back to associated IDF or MDF room. This Contractor to provide wall plates for data outlets in this scope. Refer to "Ethernet Cabling" notes on electrical drawings for information on cable type and colors. Data outlets shown on security drawings to be provided by others.
48. Patch cabling for as indicated in the Electrical project documents to be provided by contract 5-03 Structured Cabling. Refer to "Ethernet Cabling" notes on electrical drawings for information on patch cable types and colors.
49. This Contractor to provide elevator network ethernet CAT6 cabling. The elevator network will use separate switches from the main network.
50. Data outlets shall have two data ports and two CAT6A plenum rated cables.
51. Two plenum rated CAT6A cables shall run to each camera. Refer to Security drawings for power over ethernet camera locations.
52. This is not a secure site. All contractors are responsible for concealing, locking and /or removing any materials on a daily basis. The Owner and EDiS will not be responsible for any lost tools, materials or equipment.
53. There is no onsite parking or storage.
54. Provide at least a 48-hour notice prior to any delivery. All deliveries are to be between 8:00 AM and 2:00 PM.
55. Included within this contract's base bid an allowance of \$15,000 for work to be determined by the owner and construction manager. Any unused allowance funds will be returned to the owner by means of a credit change order.

56.

CONTRACT NO. 5-04 – FINAL CLEANING

Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 1-32	Project specs as related to Cleaning

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all labor, supervision, equipment, tools, cleaning supplies, and consumable materials necessary to perform final cleaning services for private offices (judges, attorneys, clerks, administration, staff, etc.), courtrooms, public spaces, jury areas, conference rooms, elevators, stairwells, restrooms, breakrooms, mechanical/electrical rooms, storage areas, and associated circulation spaces.
2. Prior to cleaning and polishing any surfaces this Contractor shall confirm the cleaning requirements from the manufacturer's literature provided for each separate surface. All cleaning should conform to these requirements.
3. Cleaning shall be completed in three stages with the exception of exterior spaces including exterior windows:
 - i. Rough Cleaning before punchlist;
 - ii. Final Cleaning after punchlist;
 - iii. Punchlist / Touch-up Cleaning before Owner move-in.
4. Include multiple trips to complete scope in the three stages described in scope item #3.
5. Clean all window units, interior and exterior. Contractor shall provide means to access windows.
6. Contractor to take special precautions at aluminum of window units to avoid scratching aluminum.
7. Contractor shall assume interior and exterior glass will be performed at different times. Exterior glass to be completed after Owner move-in but prior to Grand Opening.
8. Clean interior door glass, side glass, vestibules, and entrance doors. Contractor to take special precautions at aluminum of window units to avoid scratching aluminum.
9. Contractor to clean and polish the following areas:
 - i. Cabinets and casework – interior and exterior of each unit complete;
 - ii. Countertops;
 - iii. Window sills;

- iv. Soffits;
 - v. All woodwork i.e. railings, baseboards, doors, wood sills, etc;
 - vi. Vinyl base;
 - vii. Ceramic tile walls;
 - viii. Miscellaneous metals;
 - ix. Window frames;
 - x. Toilet accessories;
 - xi. Toilet partitions;
 - xii. Plumbing fixtures i.e. sinks, faucets, toilets, etc.;
 - xiii. All metal surfaces.
10. Dust all lighting fixtures (**Note: Do not touch light fixtures with bare hands**).
11. Dust all HVAC grilles, registers, and diffusers.
12. Clean and polish all stainless-steel hardware, doors, equipment, etc. Contractor shall include removal of protective film prior to cleaning.
13. This Contractor shall review all previous Bid Packages to review manufacturer recommendations on cleaning products and procedures for finishes / special surfaces.
14. Contractor shall provide for power washing of exterior concrete, including but not limited to patios, sidewalks, stoops, etc.
15. This Contractor to include removal of trash from all mechanical, electrical, equipment, and janitorial rooms.
16. The project will be considered complete when: all surfaces are free of visible dust/dirt/debris/fingerprints/smudges/paint/adhesive/stickers/residue, glass is streak-free, floors are clean and uniform in appearance, fixtures are polished and operational, restrooms are sanitized and ready for use, and all spaces are presented in a move-in-ready condition acceptable to the Construction Manager, and Owner.

END OF SECTION

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have use of designated areas of the premises for construction operations, including use of designated areas of the site.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: There is no owner occupancy.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to emergency vehicles at all times. Do not block adjacent driveways and entrances except as expressly noted on the plans as acceptable to block during construction. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.3 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Partial owner occupancy is not anticipated for this project.

1.4 RESTRICTIONS

- A. Work Hours: 7:00 A.M. - 3:30 P.M., Monday thru Friday. No work-between the hours of 6:00 PM and 7:00 AM shall be permitted without first obtaining written permission of the Owner. Approval must then be received from the Town of Georgetown.

1.5 LEGAL HOLIDAYS

- A. The Contractor will not be permitted to work on Saturdays or Sundays or days which are legal holidays in the State of Delaware, except in cases of emergency, and only with the written permission of the Owner first and the Town of Georgetown.
- B. If the Contractor desires to work upon any such legal holidays, he or she shall notify the Owner, Construction Manager and the town of Georgetown in writing at least two (2) days in advance of such holiday stating that he or she desires to work and the location of the proposed work.
- C. The Owner, and the Town of Georgetown reserves the right to deny or approve the Contractor's request. Any requests would be addressed to the Town Manager.

1.6 CONTRACTOR ACCESS, STORAGE, AND STAGING

- A. Access, storage and staging shall be coordinated with the site logistics plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 21 00

ALLOWANCES

1. RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.
- E. Include in the Contract Sum all lump sum and unit cost allowances stated in the Contract Documents.
- F. Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- G. Designate in the Schedule of Values the quantities of materials required under each unit cost allowance.

2. ALLOWANCES FOR PRODUCTS

- A. The amount of each allowance includes:
 1. The cost of the product or labor to the Contractor or Subcontractor, less any applicable trade discounts.
 2. Delivery to the site.
 3. Labor required under the allowance, only when labor is specified to be included in the allowance. If labor is not specified to be included in the allowance, it shall be included in the Contractor's bid and in the resulting Contract Sum.
 4. Applicable taxes.
 5. Profit and overhead.

- B. In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs for:
1. Handling at the site; including unloading, uncrating and storage.
 2. Protection from the elements and from damage.
 3. Labor for installation and finishing, except where labor is specified to be a part of the allowance.
 4. Other expenses required to complete the installation.
 5. Contractor's and Subcontractor's overhead and profit.
- C. Refer to Scope Information Sheets under Section 011100 - SUMMARY OF WORK for the amount of each lump sum allowance and for work specified in the specification sections listed below.

3. ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order.
1. For products and labor specified under a unit cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.
- B. At Contract closeout, reflect all approved changes in Contract amounts in the final statement of accounting.

END OF SECTION

SECTION 01 21 16

ALLOWANCE AUTHORIZATION FORM

ALLOWANCE AUTHORIZATION

Project:

Architect:

Project No.

Contractor:

AAA No.:

Initiation Date:

The Allowance is allocated as follows:

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

Recommended by:
Architect

By (Signature): _____
Date: _____

Accepted by:
Contractor

By (Signature): _____
Date: _____

Approved by:
Owner

By (Signature): _____
Date: _____

Not For Bid

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SECTION 012300 - ALTERNATES

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. BASE BID

- A. The Base Bid shall consist of all Work shown or specified in the Contract Documents, 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).
- B. The Base Bid shall include all work in any Subtractive Alternates specified herein.

3. ALTERNATES

- A. State in the Bid Form, where applicable, the amount to be added to or deducted from the amount of the Base Bid for each Alternate specified.
- B. See Section 002113 - INSTRUCTIONS TO BIDDERS for related information.
- C. The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other sections and as shown on drawings.

Alternate No. 1 – Data Drops

Base Bid: This Contractor includes all ethernet cabling shown on the Electrical drawings except for data outlets designated with the letter "S". Cables shall be plenum rated cables back to associated IDF or MDF room. Data outlets for Contract 5-03 Structured Cabling shall have two data ports and two CAT6A plenum rated cables.

Alternate Pricing: Provide ethernet cabling for data outlets designated with " * " using CAT6A plenum rated cables back to associated TDF or MDF room. Data outlets shall have two data ports and two CAT6A plenum rated cables.

Alternate No. 2 – 10' x 11'6" DVLED Display Monitors

Base Bid: DVLED monitors are not included in the base bid.

Alternate Pricing: Provide four (4) 10' x 11'6" DVLED display monitors. Basis of design shall be: DVLED1.9MM4X10X11.5 - EZLED 10' x 11'6" DVLED at 1.9mm pixel pitch kit. Kit includes 4 panels and one Novastar VX2000 Pro Controller. Price shall include installation, configuration, programming, and commissioning.

Alternate No. 3 – Maintenance of 10' x 11'6" DVLED Display Monitors

Base Bid: Maintenance of the large display monitors is not included in the base bid.

Alternate Pricing: Provide semi-annual checkup services for monitors for a period of five (5) years after Substantial Completion.

Not For Bid

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SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Substitutions.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Identify product, fabrication, and installation method to be replaced. Include affected Specification Section number and title and Drawing numbers and titles. Indicate specific Drawing detail, where applicable.

1. Submit PDF electronic files of each request for consideration. No post-bid substitution requests will be permitted.
2. Substitution Request Form: Use CSI Form 13.1A.
3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product, fabrication, and installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified. Indicate modifications to Work in place required to accommodate substitution.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with specified requirements.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES or other organization acceptable to authority having jurisdiction.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - n. Draft Change Order documenting substitution acceptance prepared on form specified in Section 01 26 00 "Contract Modification Procedures."
4. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
 - c. Architect will consider only one request for substitution for each product. If substitution request is not accepted, provide specified product.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions for Consideration: Architect will consider Contractor's request for substitution when the following conditions are satisfied. When any condition for consideration is not satisfied, Architect will return request without action, except to record noncompliance with these requirements:
1. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 2. Requested substitution provides sustainable design characteristics that specified product provided.
 3. Substitution request is fully documented and properly submitted.
 4. Requested substitution will not adversely affect Contractor's construction schedule.
 5. Requested substitution has received necessary approvals of authorities having jurisdiction.
 6. Requested substitution is compatible with other portions of the Work.
 7. Requested substitution has been coordinated with other portions of the Work.
 8. Requested substitution provides specified warranty.
 9. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions will not be considered:
1. When indicated or implied on Shop Drawing or Product Data submittals, without separate written request.
 2. When acceptance will require Contract Documents revision.
 3. When request is not from Contractor.
- C. Substitutions for Cause: Submit requests for substitution required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
1. Submit requests immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 2. Additional Conditions for Consideration:
 - a. Specified product, through no fault of Contractor, is not available or cannot be delivered in time to meet Project schedule. Failure of Contractor to order specified product in time to meet schedule is not a condition necessitating substitution.
 - b. Specified product, through no fault of Contractor, cannot comply with changed Project conditions.
- D. Substitutions for Convenience: Architect will consider requests for substitution if received prior to bid in accordance with the Instruction to Bidders specification section 00 21 13. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Minor changes in the Work.
2. Proposal requests.
3. Administrative Change Orders.
4. Change Orders.
5. Construction Change Directives.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
2. Within 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

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

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G731.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive Form: AIA Document G733 or other Architect accepted form.
 2. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Applications for Payment.

1.2 DEFINITIONS

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

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the schedule of values to Construction Manager at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. The construction manager will manage sub-contractors and collect documents required within this specification. The construction manager will complete their review of the payment documents, then supply documentation to the Architect and Owner for review.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.

- e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703 or other Architect accepted form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, for closeout documents (two-percent (2%) of total contract value), and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Site Mobilization: Provide a separate line item in the schedule of values for site mobilization including initial installation of temporary facilities and utilities.
9. Insurance and Bonds: Provide a separate line item in the schedule of values for Insurance and bonds, when required.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Construction Manager.
- C. Application for Payment Forms: Use AIA Document G732 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute each copy of application by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed, only if they are stored in a bonded warehouse or on site. Materials or equipment stored off-site not in a bonded warehouse shall not be included in the Application for Payment.
 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide proof that the warehouse where the materials are being stored is bonded.
 4. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
 - d. Photographic documentation.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Submit one duplicate set of PDF electronic files for each Application for Payment.
 2. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. As-built Drawings: At the end of project, submit the final set of as-built drawings for review and approval before final release of retainage.
- I. Initial Application for Payment: Submittals that must precede submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Interpretation (RFIs).
4. Project Web site.
5. Project meetings.

1.2 DEFINITIONS

- A. RFI:** Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Submittals:** Make initial submittals within 15 days of starting construction operations and before first Application for Payment. Update list and resubmit when information changes and when new information becomes available.

1. Submit PDF electronic files of each list.
2. Submittal Schedule.

- B. Subcontract List:** Submit list of individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

- a. Name, address, and telephone number of entity performing subcontract or supplying products.
- b. Number and title of related Specification Section(s) covered by subcontract.
- c. Drawing number and detail references, as appropriate, covered by subcontract.

- C. Key Personnel Names:** Submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner if coordination of Owner's Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work.
 - 1. Administrative activities include, but are not limited to, the following:
 - a. Preparation of Contractor's construction schedule.
 - b. Preparation of the schedule of values.
 - c. Installation and removal of temporary facilities and controls.
 - d. Delivery and processing of submittals.
 - e. Progress meetings.
 - f. Preinstallation conferences.
 - g. Project closeout activities.
 - h. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Before materials are purchased, fabricated or work is begun, prepare coordination drawings for all floors and areas, including buried systems and services, showing the size and location of Contractor's equipment and systems size, location and routing. Coordination drawings to be no less than 1/4 inch scale and generated from a computer CAD program compatible with AutoCAD Release 2013. Base architectural and MEP drawings will be available from the Architect and/or Engineer in .DWG format. Electronic backgrounds in .DWG format will be distributed to Contractor after award of contract and receipt by professional release forms. At Contractor's option, .RVT files from the architectural and structural models can be provided for the benefit of preparing a 3D Revit coordination model in lieu of 2D Revit coordination drawings.
- B. Take basic coordination drawings prepared for the HVAC scope of work and add (draft) each subsequent trade, in locations decided upon at coordination meetings. Add items to the

coordination drawings only after all present at the coordination meetings agree to their location. Sequencing of drawing additions to be as follows: HVAC>Plumbing>Electrical>Fire Protection.

- C. Documents will be used as a guide, with the final approved coordination drawings governing installation sequence. Adjustments will be made as required at coordination meetings. All drawings will be prepared in accordance with all applicable rules, regulations, and governing authorities.
- D. Once reviewed and approved by each trade subcontractor, coordinate the final reproducible Systems Coordination Drawings, illustrating the work of all trades. The reproducible drawings will be via shop drawings submittal procedures with sufficient time to review and resolve coordination items so as not to affect the critical path of construction operations. The Architect will review the coordination model and/or drawings for conformance with the design intent.
- E. Coordination of Installed Work:
 - 1. In case of interferences with work of other trades or scheduling problems during any portions of actual construction, decide which work will be relocated or adjusted. These minor adjustments will be made at no additional cost to the Owner. The Architect and Engineer may direct minor architectural location changes during installation of the Work. All adjustments will be made at no additional cost to the Owner.
 - 2. Contractor is responsible for coordinating the work of subcontractors and subcontractors' work in conjunction with Owner's own forces. This may involve minor adjustments or modifications in the work to accommodate the work of other trades.
 - 3. Commencement of any work in any section indicates that previous work has been inspected and meets Contractor's full satisfaction.
 - 4. It is Contractor's responsibility to ensure that all work is completed prior to commencement of the following work.
 - 5. Contractor is required to schedule and coordinate his activities with the subcontractors and the Owner's separate prime contractors to ensure proper fit of the various elements of the work in common.
 - 6. Schedule: Contractor is responsible for establishing the schedule of coordination drawings so as not to affect the critical path of construction operations.
- F. General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

- c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
- d. Indicate space requirements for normal operations, routine maintenance, and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors and clearances required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

G. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing and bracing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for other Work.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger and cable trays.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm device locations.
 - c. Motion detector, occupancy sensor, daylight sensor, and other electrical system control device locations.
 - d. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - e. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
- H. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
 1. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
 2. BIM File Incorporation (Optional): Develop and incorporate coordination drawing files into Building Information Model established for Project.
 - a. Perform three-dimensional component conflict analysis as part of preparation of coordination drawings. Resolve component conflicts prior to submittal. Indicate where conflict resolution requires modification of design requirements by Architect.
 3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Digital Data Software Program: Drawings are available in AutoCAD Version 2010.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. General: Immediately on discovery of the need for interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.

8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within **10** days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Software log with not less than the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.

7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Indicate resulting Minor Change in the Work, Construction Change Directive, and Proposal Request in RFI log.

1.7 PROJECT WEB SITE

A. Use Owner's or Architect's Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project Web site will include the following functions:

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.
6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals forms and logs.
10. Payment application forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

B. On completion of Project, provide one complete archive copy of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.

C. Project Web Site Software Package:

1. Procore Technologies Inc.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Coordinate meeting times with Architect's regularly scheduled site visits.
3. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

4. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than **15** days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, and Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Sustainable design requirements.
 - m. Preparation of record documents.
 - n. Use of the premises.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 - bb. Commissioning activities.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Sustainability Coordination Conference: Architect will schedule and conduct a sustainability coordination conference before starting construction, at a time convenient to Owner, Architect, and Contractor.

1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent and sustainability coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect meeting requirements for sustainability certification, including the following:
 - a. Sustainability Project Checklist.
 - b. General requirements for sustainability-related procurement and documentation.
 - c. Project closeout requirements and sustainability certification procedures.
 - d. Role of sustainability coordinator.
 - e. Construction waste management.
 - f. Construction operations and sustainability requirements and restrictions.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Commissioning Authority of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.

- x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
 - aa. Startup and adjusting procedures.
 - bb. Commissioning activities.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, and Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for completing sustainable design documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for delivery of material samples, attic stock, and spare parts.
 - g. Requirements for demonstration and training.
 - h. Preparation of Contractor's punch list.
 - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - j. Submittal procedures.
 - k. Coordination of Owner's work.
 - l. Owner's partial occupancy requirements.
 - m. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- F. Progress Meetings: Conduct progress meetings at two-week intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with

- current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts (BIM will be optional).
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation.
 - 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site utilization.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
 - G. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts (BIM is optional).
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013113

PROJECT COORDINATION MEETING

1. PROJECT COORDINATION MEETING

- A. An on-site project coordination meeting will be held on a biweekly basis throughout the project construction period.

2. ATTENDANCE

- A. Attendance at the project coordination meeting is mandatory of each Contractor or major supplier on the project.
- B. The representative of the Contractor shall be the Project Manager and field superintendent unless a substitute representative has been approved by the Construction Manager.
- C. Contractor will begin attending the Project Coordination Meetings at least 4 weeks prior to mobilization on site and will continue until the Contractor has fulfilled the obligations of his Contract.

3. AGENDA

- A. The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.
- B. At a minimum, the Contractor shall be prepared to discuss the following:
 - 1. Actual vs. as planned progress for the prior two-week period.
 - 2. Planned construction activities for the next four weeks.
 - 3. Contract document clarifications.
 - 4. Coordination items with other contractors.
 - 5. Quality Control.
 - 6. Recently issued change orders.
 - 7. Potential change orders.
 - 8. Submittals and shop drawings.
 - 9. Other items requiring Construction Manager's attention.

END OF SECTION

Not For Bid

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SECTION 013119

PRE-INSTALLATION MEETINGS

1. PRE-INSTALLATION MEETINGS

- A. An on-site pre-installation meeting will be held at least two weeks prior to commencement of installation of work.

2. ATTENDANCE

- A. Attendance at the pre-installation meeting is mandatory of each Contractor and/or major supplier as required for each specific meeting listed below.

- B. The following individuals shall attend these meetings:

- Contractors' Project Manager
- Contractors' Field Superintendent
- Contractors' Safety Representative (as needed)
- Key Subcontractors, Suppliers, and Vendors
- EDis Project Manager
- EDis Field Manager
- EDis Safety Director (as needed)
- EDis MEP Specialist (as needed)
- Owner's Representative (as needed)
- Architect/Engineer (as needed)
- Governmental Agency Representatives (as needed)
- Testing/Inspection Agency Representatives (as needed)
- Utility Company Representatives (as needed)

3. SUBMITTALS

- A. Each contractor is responsible to have all submittals and mock-ups, as related to the pre-installation meeting scope of work, submitted and approved prior to commencement of the pre-installation meeting.

4. LIST OF REQUIRED MEETINGS

- Selective Demolition
- Doors/Frames/Hardware
- Interior Glass and Glazing
- Finish Carpentry & Millwork
- Acoustical Ceilings/Acoustical Wall Panels
- Paint and VWC
- Flooring (VCT, Carpet)
- Operable Partitions
- Partition Walls

- Metal Studs
- Drywall
- Insulation
- Doors/Frames/Hardware
- Fire Protection
 - Fire Sprinkler Systems
 - Fire Alarm Systems
- MEP Coordination
 - Mechanical Piping Roughin
 - Plumbing Roughin
 - Insulation
 - Electrical Roughin
 - Electrical – Bonding, grounding, lightning protection
 - Automatic Temperature Controls
 - Commissioning
- Voice/Data Low Voltage Wiring
- Security System
- Audio-Visual Equipment
- Owner Furnished Equipment
- Final Cleaning

5. AGENDA

- A. At a minimum, the Contractor shall be prepared to discuss the items as listed on the agenda template shown on the following page:

PROJECT: CUSTOMS HOUSE RENOVATION AND ADDITION

(Insert Phase of Work)

[illegible]

PART 1 - REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS

[illegible]

REVIEW RELEVANT RFI'S

REVIEW MATERIALS AND DELIVERIES

REVIEW SCHEDULE AND SEQUENCE OF WORK

- Safety Plans must be submitted before the start of work
- Certificates of Insurance need to be submitted before the start of work
- Minimum PPE – Hardhats, steel toe boots, safety glasses
- Lock-out, Tag, Test and Try ALL utilities is critical before the start of demolition
- Signage & HAZCOM Requirements
- Potential Hazards
 - Excavations >4 ft
 - Slips/trips/falls
 - Existing utilities to remain and protected
 - Overhead debris
 - Power tools
 - Heavy equipment

COORDINATION WITH OTHER TRADES

ACTION ITEMS AND RESPONSIBILITY

Not For Bid

END OF SECTION

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SECTION 013125

WEB-BASED PROJECT MANAGEMENT SYSTEM

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.
- E. Use of this project management software will not change any contractual responsibilities of the construction team members.

2. DEFINITIONS

- A. System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.
- B. Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.
- C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- D. Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

3. USE OF SYSTEM

- A. The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.
- B. The use of the system will be mandatory by the Contractors to send, retrieve, and respond to data.

- C. In addition to this web-based project management system, the Contractors will be required to use electronic mail (email) for day-to-day communication and correspondence. Email will be the primary means of transmitting written communication (i.e. meeting minutes, draft pay applications, etc.).

4. QUALITY ASSURANCE

- A. A three-hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Contractor's organization is mandatory. Additional attendees may enroll based on availability of training space. All attendees must have a working knowledge of computers. Training can not begin until three working days after the receipt of the submittals indicated below.
- B. Technical assistance will be provided by on-line help, email, or telephone for all Users through-out the life of the project.

5. SUBMITTALS

- A. Submit to the Construction Manager, within 5 days following the receipt of the letter of intent to award, in an electronic template, the following:
1. Electronic logo of organization (as needed)
 2. Names, mailing address and electronic address of its Users and Contacts.
 3. Designation the role/responsibility for each User

6. SOFTWARE AND HARDWARE REQUIREMENTS

- A. Each User shall provide and maintain a computer with high-speed internet access and an email address. The computer shall have a high-speed internet browser (Internet Explorer 8.0 or higher, Firefox version 3.6.12 or higher, Google Chrome or Safari version 5.0 or higher) and a high speed cable Internet access, high speed DSL or T1 line.
- B. License(s) to Use System - Each Contractor will be provided unlimited licenses to use the system for this project. Each license will allow secure unlimited usage from the notice to proceed until the original contract completion date.

7. SYSTEM DESCRIPTION

- A. The web-based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing and postage costs and the time associated with such activities.
- B. The system contains a directory of the project participants.

- C. The system includes templates, with the CM's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.
- D. The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.
- E. The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.
- F. The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.
- G. The system is the product of **Building Blok, LLC** (www.buildingblok.com) and will be continuously updated.
- H. The Construction Manager will administer the Building Blok User accounts for this project.

8. DOCUMENTS CREATED INSIDE THE SYSTEM

- A. The following documents shall be created on templates inside the system.
 - 1. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
 - 2. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
 - 3. Submittal Log: The CM will maintain submittal log after it is initialized.
 - 4. RFI (Requests for Information)
 - 5. Change Orders
 - 6. RFP (Requests for Proposal)
 - 7. ASI (Architect's Supplemental Instructions)
 - 8. Tasks & Memos as determined by the CM
 - 9. Payment Applications
 - 10. Closeout Tracking Log
- B. The following documents may, at each Users option, be created on the system.
 - 1. Morning & Afternoon Activity Reports generated by the system
 - 2. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
 - 3. Reports of information on the system
 - 4. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.

9. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

- A. The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned or electronically attached to the transmittal.
1. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, operation & maintenance manuals, will be submitted and distributed through the system. The Architect will return all submissions through the system electronically. The Construction Manager will distribute submittals (after Architect's action) electronically. Contractors may download and distribute submittals to their subcontractors and suppliers or elect to print paper copies for distribution, or both.
 2. Photographs: Digital photographs and scanned images can be loaded onto the system and shared.
 3. Schedule of Values/ Payment Applications: (The "pencil" review of these documents can occur inside the system).
 4. Change Orders: (The "pencil" review of these documents can occur inside the system.)
 5. Schedules: The schedule document(s) will be available for review on the system.
 6. Data created in other software may be uploaded to the system electronically.

10. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

- A. The following documents are expected to be created outside the system and distributed outside the system. The actual documents may be scanned or electronically attached to the transmittal.
1. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
 2. Product samples, color samples, physical samples are still required to be provided per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.
 3. Meeting minutes will be created using Microsoft Word 2003 and distributed through hard copies at meetings or through email.
 4. AIA closeout documents, which require an "original" signature, will be created and distributed outside the system.

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction schedule updating reports.
4. Construction reports.
5. Material location reports.
6. Site condition reports.
7. Special reports.

- B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

- B. Baseline: The complete schedule that has been set prior to the beginning of the project. The project baseline is to be saved and restricted from being changed after the project has begun. The schedule baseline is to be saved in such a manner that it can be displayed for comparison to the current live schedule.

- C. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- D. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- E. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- F. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
- B. Startup construction schedule.
 - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource

loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at weekly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Review delivery dates for Owner-furnished products.
4. Review schedule for work of Owner's separate contracts.
5. Review submittal requirements and procedures.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for Project closeout and Owner startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work under More Than One Contract: Include a separate activity for each contract.
 - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary of Work." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 100 0 "Summary of Work." Delivery dates indicated stipulate the earliest possible delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Building flush-out.
 - m. Startup and placement into final use and operation.
 8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
 - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
 - 1. See Section 01 29 00 "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
 - 1. Use Microsoft Project or Primavera by Oracle, for Windows operating system.

2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice of Award. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice of Award.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
 - b. Total cost assigned to activities shall equal the total Contract Sum.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.

5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.5 REPORTS

A. Construction Reports: Prepare construction reports recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.
 - 2. Material stored prior to previous report and since removed from storage and installed.
 - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

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SECTION 013216

CONSTRUCTION SCHEDULE

1. PRE-BID CONSTRUCTION SCHEDULE

- A. Time is a critical element of this Project. By entering a bid, the Contractor agrees to adhere to the intermediate Milestone Dates and Dates of Substantial and Final Completion established herein. The Contractor also understands that all work must be performed in an orderly and closely coordinated sequence in order to achieve the specified Milestones and Completion Dates, and the Contractor hereby agrees to perform his work in conformance with the Pre-Bid Construction Schedule established herein, or with the then current and approved Project Construction Schedule as amended from time to time by the Construction Manager.
- B. The Pre-Bid Construction Schedule is a milestone schedule with durations that identify portions of the project that must be completed. This schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightening and other like acts of God. The Contractor understands and agrees that it shall not be entitled to any extensions of the Contract Time or adjustment to the Contract Sum, except as allowed in the General Conditions of the Contract for Construction. The Contractor further acknowledges that the Work may be required to be performed during the winter season, that conditions during this season may be adverse and abnormal, but that such conditions will not be the basis for an extension of the Contract Time or adjustment to the Contract Sum. By submitting a bid, each Contractor is certifying that they can complete their work within the durations, or less time, outlined in the milestone schedule and its bid includes any and all costs associated with the schedule. This includes one Contractor completing their work in conjunction with another Contractor's work (i.e. electrical conduits installed in CMU walls). Each Contractor agrees to provide sufficient labor, crew size, equipment and/or work overtime, weekends, or shift-work as necessary to meet the activity durations on this schedule and subsequently the latest coordinated Project Construction Schedule.

2. SCHEDULING OF THE WORK AFTER AWARD OF CONTRACT

- A. After award of Contract, or issuance of a Notice to Proceed, the Contractor will meet with the Construction Manager to review the Pre-Bid Construction Schedule, and the overall project plan for construction. Following the above review, the Contractor will meet with each subcontractor and supplier to view the detailed plans for performing his Work. Following these meetings and within fourteen (14) days after award of the Contract or issuance of a Notice to Proceed, the Contractor shall prepare and submit for the Construction Manager's approval a Work Schedule providing for the expeditious, timely and practical execution of the Work. The Contractor's Work Schedule shall include activity descriptions and durations for shop drawings, fabrication, delivery, and installation. The Contractor's Work Schedule shall be organized by Area, Building, Phase, and/or Floor as required by the Construction Manager. If the Construction Manager so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences. If the Contractor fails to provide a work schedule for their activities then they will be held to the Project Construction Schedule developed and updated by the Construction Manager.

- B. The Construction Manager shall review the Contractor's Work Schedule, coordinate it with the separate work by other contractors, the Owner, and the Construction Manager, and after coordination, shall incorporate it into the approved Project Construction Schedule.
- C. After all Contractors submit their Work Schedules and the schedules have been incorporated into the overall Project Construction Schedule a Schedule Charrette will be held by the Construction Manager. Each Contractor is required to participate in the Schedule Charrette in order to produce a coordinated Project Construction Schedule. The Construction Manager will have the final authority concerning the sequence of work, priorities or work, and activity durations. The approved coordinated Project Construction Schedule shall be issued to the Contractors and each Contractor shall perform their Work in conformity therewith.
- C. The Contractor shall submit proposed schedule revisions and obtain the written approval of the Construction Manager therefore before deviating from the Project Construction Schedule.
- D. The Construction Manager will incorporate approved schedule revisions into the Project Construction Schedule and shall otherwise update and revise the Project Construction Schedule as the Construction Manager, at his sole discretion, deems necessary. Each Contractor acknowledges that Construction Manager may modify, change, or alter the sequence, duration, start dates, completion dates to maintain the progress of the work. Contractor agrees to perform the work in accordance with the revised schedules and that modification of the schedule or sequence of the work by the Construction Manager shall not be the basis of any claim by the Contractor for damages or costs.
- E. Weather Delays: The project substantial completion date, shall only be adjusted due to extreme weather conditions that are above and beyond the following "Adverse Weather Days" already accounted for in the Pre-Bid Construction Schedule. These adverse weather days are based on a seven day week and come from the DelDOT Standards:
- January (12), February (10), March (5), April (5), May (4), June (2), July (4), August (3), September (4), October (3), November (2), and December (6).
 - Time extension due to weather must be related to critical path activities.
 - Delays due to weather must be reported by the Contractor on the day they occur on the Contractor's daily report.
 - Any time lost during the work week must be made up the same week by overtime and/or working weekends. The Owner will not be responsible for additional costs for overtime.

3. ADHERENCE TO THE SCHEDULE

- A. The Contractor shall start each part of its Work on the date designated for start in the approved Project Construction Schedule unless advised by the Construction Manager. The Contractor shall carry the Work forward expeditiously with adequate forces, equipment, and materials, and shall complete each part of his work on or before the date designated in the approved Project Construction Schedule.

- B. If the Construction Manager determines that the Contractor is behind schedule, the Construction Manager shall have the right to require that the Contractor take steps, at the Contractor's expense, to accelerate its Work. Such steps shall include increases in manpower, equipment, and materials and/or overtime as the Construction Manager may deem necessary. If any work is not started or completed within five (5) calendar days of the schedule date in the latest Project Construction Schedule, the Construction Manager shall have the right to direct the Contractor to expedite their work by whatever means the Construction Manager deems necessary to regain the schedule, without additional compensation to the Contractor. If any work falls behind schedule more than ten (10) days, the Construction Manager shall have the right to perform the work or have the work performed by whatever means the Construction Manager deems necessary. The costs incurred by the Construction Manager in order to "maintain the Project Construction Schedule" shall be reimbursed by the Contractor or Contractors causing the delay. If the Contractor fails to comply with the Construction Manager's instructions relating to improved rate of progress, the Contractor may be held in default under the appropriate provisions of the General Conditions of the Contract.
- C. Each Contractor shall, if directed by the Construction Manager, provide the Construction Manager a two-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.
- D. Each Contractor must schedule their manpower to work on all available work at a given time. Contractors must not assume that they have an entire work area available at one time or exclusive to their work. Working simultaneously in and around other trades is required. Therefore, if an area of the building is ready for the Contractor's work to begin or continue the Contractor must have manpower onsite working.
- E. If a Contractor misses any portion of a workday due to weather, manpower, lack of materials, failure to plan, or scheduling conflicts, they must make-up this lost time on overtime or Saturday. If two or more days are lost in the same work week, the Contractor must work overtime, the immediate Saturday and the Saturdays following the week to make up the lost days. Failure to provide sufficient manpower during the normal week days may result in charges for supervision by EDiS Company, at the discretion of EDiS Company.
- F. All punchlist work and project closeout documentation shall be completed within twenty-one (21) calendar days of the Substantial Completion date. Any open punchlist items after this date will be completed by EDiS Company and back charged to the responsible Contractor.

END OF SECTION

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**CUSTOMS HOUSE - RENOVATION AND ADDITION
MASTER SCHEDULE**

ID	Task Name	Duration	Start	Finish
1		1289 days?	Tue 3/1/22	Mon 2/8/27
2	CITY OF WILMINGTON (CoW) - REGULATORY & AGENCY REVIEWS	478 days	Tue 3/1/22	Thu 12/28/23
3	CM Selection Process	87 days	Wed 5/4/22	Thu 9/1/22
7	CITY OF WILMINGTON - REVIEW PROCESS	478 days	Tue 3/1/22	Thu 12/28/23
73	CUSTOM HOUSE - PROGRAMMING PHASE	156 days	Tue 3/1/22	Tue 10/4/22
78	CUSTOM HOUSE - SCHEMATIC DESIGN PHASE 30%	157 days	Tue 10/4/22	Wed 5/10/23
88	CUSTOM HOUSE - DESIGN DEVELOPMENT PHASE 60%	130 days	Tue 4/4/23	Mon 10/2/23
99	CUSTOM HOUSE - CONSTRUCTION DOCUMENTS PHASE	315 days	Tue 4/4/23	Mon 6/17/24
100	CUSTOM HOUSE - CONSTRUCTION DOCUMENT PHASE 100% (BID PACKAGE '1' - SELECTIVE DEMOLITION)	97 days	Tue 4/4/23	Wed 8/16/23
108	CUSTOM HOUSE - CONSTRUCTION DOCUMENT PHASE 100% (BID PACKAGE '2' - FOUNDATIONS, STEEL)	172 days	Tue 5/16/23	Wed 1/10/24
117	CUSTOM HOUSE - CONSTRUCTION DOCUMENT PHASE 100% (BID PACKAGE '2.1' - SITEWORK, GROUND IMPROVEMENT)	172 days	Tue 5/16/23	Wed 1/10/24
126	CUSTOM HOUSE - CONSTRUCTION DOCUMENT PHASE 100% (BID PACKAGE '3' ENVELOPE, PRE-PURCHASE MEP EQUIPMENT)	184 days	Mon 7/24/23	Thu 4/4/24
136	CUSTOM HOUSE - CONSTRUCTION DOCUMENT PHASE 100% (BID PACKAGE '4' MEP SYSTEMS & FIT OUT)	30 days	Mon 2/26/24	Fri 4/5/24
144	CUSTOM HOUSE - CONSTRUCTION DOCUMENT PHASE 100% (BID PACKAGE '5' FF&E, A/V/ IT	66 days	Mon 3/18/24	Mon 6/17/24
149	CUSTOM HOUSE - BIDDING & AWARD ACTIVITIES	643 days	Tue 7/25/23	Fri 1/9/26
150	BID PACK '1' - SELECTIVE DEMOLITION	102 days	Tue 7/25/23	Wed 12/13/23
163	BID PACK '2' - FOUNDATIONS, & STEEL	215 days	Thu 9/21/23	Wed 7/17/24
178	BID PACK 2.1 - GROUND IMPROVEMENTS	151 days	Thu 1/11/24	Thu 8/8/24
195	BID PACK '2.1A' - SITEWORK	89 days	Fri 6/28/24	Wed 10/30/24
213	BID PACK '3' - BLDG ENVELOPE, PRE-PURCHASE MEP EQUIPMENT	178 days	Fri 4/5/24	Tue 12/10/24
230	BID PACK '4' - MEP SYSTEMS & FIT OUT	286 days	Mon 4/8/24	Mon 5/12/25 FIT OUT
248	BID PACK '4A' - MEP SYSTEMS & FIT OUT RE-BID	83 days	Mon 6/5/25	Wed 8/27/25PACK '4A' - MEP SYSTEMS & FIT OUT RE-BID
260	BID PACK '5' - FF&E, A/V, IT	139 days	Mon 6/30/25	Fri 1/9/26
275	CUSTOM HOUSE - CONSTRUCTION ACTIVITIES	1289 days?	Tue 3/1/22	Mon 2/8/27
276	EDS Conducts Exploratory Demolition/Investigation	47 days	Tue 3/28/23	Wed 5/31/23
277	CRITICAL SUBMITTALS	1 day?	Tue 3/1/22	Tue 3/1/22
286	SELECTIVE DEMOLITION	816 days	Wed 7/5/23	Thu 8/20/26
287	Hazmat Abatement Contractor Mobilizes	1 day	Wed 7/5/23	Wed 7/5/23
288	Hazmat Abatement of Existing Custom House	14 days	Thu 7/6/23	Tue 7/25/23
289	Groundbreaking @1PM	1 day	Mon 12/18/23	Mon 12/18/23
290	Mobilize	5 days	Mon 1/8/24	Fri 1/12/24
291	Install Site Construction Fence	0 days	Wed 1/10/24	Wed 1/10/24
292	Install Temporary Controls	50 days	Mon 1/8/24	Fri 3/15/24
293	Demolition - PHASE 1	40 days	Mon 1/8/24	Fri 3/15/24

CUSTOMS HOUSE - RENOVATION AND ADDITION
MASTER SCHEDULE

ID	Task Name	Duration	Start	Finish	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026
294	Demolition - PHASE 2	619 days	Fri 4/5/24	Thu 8/20/26	9 14 19 24 29 4 9 14 19 24 29 3 8 13 18 23 28 2 7 12 17 22 27 2 7 12 17 22 27 1 6 11 16 21 26 1 6 11 16 21 26 31 5 10 15 20 25 30							
295	Process Change order for ceiling demolition	5 days	Mon 4/8/24	Fri 4/12/24								
296	Resolve lead issue	75 days	Fri 4/5/24	Fri 7/26/24								
297	Plymouth lead abatement and courtroom ceiling demo	30 days	Mon 8/5/24	Fri 9/13/24								
298	Install shoring 1st floor up to 2nd floor	10 days	Fri 1/31/25	Thu 2/13/25								
299	Install pockets at masonry wall for thru bolting	0 days	Fri 2/7/25	Fri 2/7/25								
300	Install temporary bracing steel on exterior walls	16 days	Wed 2/19/25	Wed 3/12/25								
301	Temporary brace areas 1, 2, and 3	32 days	Thu 3/13/25	Fri 4/25/25								
302	Remove courtroom wood flooring	4 days	Tue 4/22/25	Fri 4/25/25								
303	Install temporary bracing at interior walls	10 days	Mon 4/28/25	Fri 5/9/25								
304	Demo brick arches in areas 1 and 2	19 days	Tue 5/27/25	Fri 6/20/25								
305	Steel Elevation Delays ASIF12	23 days	Fri 6/27/25	Tue 7/29/25								
306	Steel Contractor remove tie rods in Areas 1 and 2 one bay at time and install new steel one bay at a time	44 days	Mon 8/18/25	Fri 10/17/25								
307	Demo brick arches in area 3	11 days	Mon 10/20/25	Mon 11/2/25								
308	Steel Contractor remove tie rods in Area 3 one bay at time and install new steel one bay at a time	51 days	Wed 11/5/25	Wed 1/14/26								
309	Prep 3rd floor slab	3 days	Thu 1/15/26	Mon 1/19/26								
310	Weather Delays	10 days	Mon 1/26/26	Fri 2/6/26								
311	Pour 3rd floor slab	1 day	Wed 2/11/26	Wed 2/11/26								
312	Remove shoring in areas 7, 8, 9	3 days	Wed 2/18/26	Fri 2/20/26								
313	Remove Brownfield soil in areas 7, 8, 9	4 days	Fri 2/27/26	Wed 3/4/26								
314	Install footings in areas 7, 8, 9	4 days	Thu 3/5/26	Tue 3/10/26								
315	Install Underground Utilities	14 days	Wed 3/18/26	Mon 4/6/26								
316	Install Masonry Parging for Vapor Barrier	0 days	Thu 3/19/26	Fri 3/20/26								
317	Install Mud Mat at Existing Stair	12 days	Tue 4/7/26	Wed 4/22/26								
318	Miscellaneous Demo for Vapor Barrier	5 days	Thu 4/23/26	Wed 4/29/26								
319	Install stone, PVS, and SOG areas 7, 8, and 9	8 days	Tue 4/27/26	Mon 5/11/26								
320	Construct CMU Walls Level 1	7 days	Thu 5/21/26	Fri 5/29/26								
321	Install CMU Window In-Fills and set Bearing Plates in areas 7, 8, 9	3 days	Mon 6/1/26	Wed 6/3/26								
322	Install new steel in area 7, 8, 9	8 days	Mon 6/29/26	Wed 7/8/26								
323	Infill masonry above new steel in area 7, 8, 9	5 days	Thu 7/9/26	Wed 7/15/26								
324	Reinstall Shoring in areas 7, 8, 9	2 days	Thu 7/16/26	Fri 7/17/26								
325	Demo level 2 flooring, walls, door openings, wood sleepers, and rubble in areas 3, 4, 5, and 6	15 days	Mon 7/20/26	Fri 8/7/26								
326	Prep and pour concrete in areas 4, 5, and 6	5 days	Mon 8/10/26	Fri 8/14/26								
327	Remove shoring under 2nd floor	2 days	Wed 8/19/26	Thu 8/20/26								
328	PRELIMINARY SITEWORK	494 days	Fri 10/18/24	Thu 9/10/26								
362	NEW ADDITION	399 days	Mon 6/2/25	Fri 12/11/26								
363	BUILDING FOUNDATIONS & SLABS	215 days	Mon 6/2/25	Mon 3/30/26								
392	BUILDING STRUCTURE & ENVELOPE	246 days	Thu 10/16/25	Thu 9/24/26								

CUSTOMS HOUSE - RENOVATION AND ADDITION
MASTER SCHEDULE

ID	Task Name	Duration	Start	Finish	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026
393	AREA 1 - Erect steel	7 days	Thu 10/16/25	Fri 10/24/25	9 14 19 24 29 4	9 14 19 24 29 3	8 13 18 23 28 2	7 12 17 22 27 2	7 12 17 22 27 1	6 11 16 21 26 1	6 11 16 21 26 31	5 10 15 20 25 30
394	AREA 1 - Detailing	60 days	Mon 10/27/25	Fri 1/16/26								
395	AREA 2 - Erect steel	10 days	Mon 10/27/25	Fri 11/7/25								
396	AREA 2 - Detailing	5 days	Mon 11/3/25	Fri 1/23/26								
397	AREA 3 - Erect steel	15 days	Fri 11/7/25	Fri 11/28/25								
398	AREA 3 - Detailing	5 days	Mon 12/1/25	Fri 1/30/26								
399	AREA 4 - Erect steel	6 days	Mon 12/1/25	Mon 12/8/25								
400	AREA 4 - Detailing	85 days	Tue 12/9/25	Mon 4/6/26								
401	Weather Delays	6 days	Mon 1/26/26	Mon 2/2/26								
402	AREA 5 - Erect steel	9 days	Tue 2/3/26	Fri 2/13/26								
403	AREA 5 - Detailing	32 days	Mon 2/9/26	Tue 3/31/26								
404	AREA 6 - Erect steel	10 days	Mon 2/16/26	Fri 2/27/26								
405	AREA 6 - Detailing	13 days	Wed 4/1/26	Fri 4/17/26								
406	Install Temporary Building Enclosure	14 days	Sat 1/31/26	Thu 2/19/26								
407	AREA 1-4 - Install slab on deck over garage level 2	0 days	Mon 2/9/26	Mon 2/16/26								
408	AREA 1-4 - Install insulation and topping slab over garage level 2	10 days	Tue 2/17/26	Mon 3/2/26								
409	Weather Delays	5 days	Mon 2/16/26	Fri 2/20/26								
410	AREA 3 & 5 - Pour slab on deck and remaining areas level 2 and level 3	10.9 days	Tue 2/17/26	Tue 4/7/26								
411	AREA 1-5 - Pour slab on deck level 3	9 days	Tue 2/17/26	Fri 2/27/26								
412	Area 4 & 6 remaining SOD pour	5 days	Tue 4/21/26	Mon 4/27/26								
413	Weather Delays	10 days	Mon 3/2/26	Fri 3/13/26								
414	AREA 1-5 - Pour slab on deck roof	5 days	Mon 3/16/26	Fri 3/20/26								
415	Install Fireproofing Exterior North and East Elevations	8 days	Tue 4/7/26	Thu 4/16/26								
416	Install Fireproofing Stairs & Elevator Shafts, and Duct Shafts	15 days	Fri 4/17/26	Thu 5/7/26								
417	Install Fireproofing Exterior South and West Elevations	0 days	Wed 4/15/26	Thu 4/23/26								
418	COL 2 - Install structural studs north elevation	16 days	Tue 3/10/26	Tue 3/31/26								
419	COL A - Install structural studs east elevation	14 days	Thu 3/12/26	Tue 3/31/26								
420	COL 12-14 - Install structural studs south elevation	15 days	Fri 4/3/26	Thu 4/23/26								
421	COL Q & 1 - Install structural studs west elevation	44 days	Thu 4/16/26	Wed 6/24/26								
422	Install sheathing north elevation	25 days	Mon 4/20/26	Fri 5/22/26								
423	Install sheathing east elevation	4 days	Mon 4/20/26	Thu 5/28/26								
424	Install sheathing south elevation	7 days	Tue 4/21/26	Tue 5/19/26								
425	Install sheathing west elevation	32 days	Tue 5/5/26	Thu 7/2/26								
426	Install roof blocking for curbs at Addition	5 days	Mon 5/11/26	Fri 5/15/26								
427	Install roof curbs at Addition	5 days	Thu 6/4/26	Wed 6/10/26								
428	Install Roof at Addition	12 days	Wed 5/27/26	Fri 7/24/26								
429	COL 2 - Install AMB and Stone Veneer North Elevation	5 days	Tue 6/16/26	Mon 6/22/26								
430	COL A - Install AMB and Stone Veneer East Elevation	30 days	Tue 6/23/26	Mon 8/3/26								

CUSTOMS HOUSE - RENOVATION AND ADDITION
MASTER SCHEDULE

ID	Task Name	Duration	Start	Finish	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026
431	COL 12-14 - Install AMB and Stone Veneer South Elevation	15 days	Tue 8/4/26	Mon 8/24/26	9 14 19 24 29 4	9 14 19 24 29 3	8 13 18 23 28 2	7 12 17 22 27 2	7 12 17 22 27 1	6 11 16 21 26 1	6 11 16 21 26 31 5	10 15 20 25 30
432	COL Q & 1 - Install AMB and Stone Veneer West Elevation	10 days	Thu 7/2/26	Mon 9/7/26								
433	COL 2 - Install Windows North Elevation	5 days	Tue 6/23/26	Mon 6/29/26								
434	COL A - Install Windows East Elevation	10 days	Tue 8/4/26	Mon 8/17/26								
435	COL 12-14 - Install Windows South Elevation	5 days	Tue 8/25/26	Mon 8/31/26								
436	COL Q & 1 - Install Windows and Curtain Wall West Elevation	13 days	Tue 9/8/26	Thu 9/24/26								
437	Construct Mockup	60 days	Tue 4/14/26	Mon 7/6/26								
438	Field Verify Metal Panels	2 days	Tue 7/7/26	Wed 7/8/26								
439	Fabricate Wall Panels	30 days	Thu 7/9/26	Wed 8/19/26								
440	Install Metal Panels North Elevation	10 days	Thu 8/20/26	Wed 9/2/26								
441	Install Metal Panels East Elevation	10 days	Thu 8/20/26	Wed 9/2/26								
442	Install Metal Panels South Elevation	10 days	Tue 8/25/26	Mon 9/7/26								
443	Install Metal Panels West Elevation	10 days	Tue 9/8/26	Mon 9/21/26								
444	ADDITIONS - INTERIOR FRAMING AND MEP ROUGHINS	161 days	Thu 2/26/26	Thu 10/8/26								ADDITIONS - INT
445	Construct Hoistway B/C	44 days	Fri 5/8/26	Wed 7/8/26								
446	Construct Stairway B	28 days	Tue 4/21/26	Fri 6/26/26								
447	Construct Stairway A	7 days	Mon 6/1/26	Tue 7/7/26								
448	Construct Hoistway A	7 days	Mon 5/18/26	Thu 7/16/26								
449	Confirm Lead Levels	22 days	Thu 2/26/26	Fri 3/27/26								
450	Replace Stucco	20 days	Wed 4/8/26	Tue 5/5/26								
451	Interior Framing and MEP Level 3	139 days	Mon 3/30/26	Thu 10/8/26								
452	Install MEP Hangers	20 days	Mon 3/30/26	Fri 4/24/26								
453	Install Top Track for Metal Stud Framing	5 days	Mon 4/27/26	Fri 5/1/26								
454	Install Spray Fireproofing	15 days	Mon 6/22/26	Fri 8/14/26								
455	MEP Above Ceiling Rough-Ins	20 days	Mon 8/17/26	Fri 9/11/26								
456	Install Door Frames at Metal Stud Framing	3 days	Mon 8/17/26	Wed 8/19/26								
457	Install Metal Stud Framing	15 days	Thu 8/20/26	Wed 9/9/26								
458	Top Out Walls with Drywall	5 days	Thu 9/10/26	Wed 9/16/26								
459	MEP In-Wall Rough-In	20 days	Thu 9/9/26	Wed 9/30/26								
460	Install In-wall Blocking	2 days	Thu 9/10/26	Fri 9/11/26								
461	Drywall One Side	5 days	Thu 9/24/26	Wed 9/30/26								
462	In-Wall Inspections	1 day	Thu 10/1/26	Thu 10/1/26								
463	Insulate and Drywall Second Side	3 days	Fri 10/2/26	Thu 10/8/26								
464	Interior Framing and MEP Level 2	101 days	Mon 3/23/26	Mon 8/10/26								
465	MEP Above Ceiling Rough-Ins	20 days	Mon 3/23/26	Fri 4/24/26								
466	Install Spray Fireproofing	0 days	Mon 4/13/26	Thu 4/23/26								
467	Install Door Frames at Metal Stud Framing	3 days	Fri 5/29/26	Tue 6/2/26								
468	Install Metal Stud Framing	15 days	Tue 5/26/26	Mon 6/15/26								

CUSTOMS HOUSE - RENOVATION AND ADDITION
MASTER SCHEDULE

ID	Task Name	Duration	Start	Finish	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026
469	Top Out Walls with Drywall	5 days	Tue 6/2/26	Mon 6/22/26	9 14 19 24 29	4 9 14 19 24 29	3 8 13 18 23 28	2 7 12 17 22 27	2 7 12 17 22 27	1 6 11 16 21 26	1 6 11 16 21 26	1 5 10 15 20 25 30
470	MEP In-Wall Rough-In	20 days	Tue 6/9/26	Mon 7/6/26								
471	Install In-wall Blocking	2 days	Tue 6/2/26	Wed 6/17/26								
472	Drywall One Side	5 days	Mon 7/27/26	Fri 7/31/26								
473	In-Wall Inspections	1 day	Mon 8/3/26	Mon 8/3/26								
474	Insulate and Drywall Second Side	5 days	Tue 8/4/26	Mon 8/10/26								
475	Interior Framing and MEP Level 1	106 days	Mon 3/16/26	Mon 8/10/26								
476	MEP Above Ceiling Rough-Ins	10 days	Mon 3/16/26	Fri 3/27/26								
477	Install Spray Fireproofing at Garage	7 days	Wed 4/29/26	Thu 5/27/26								
478	Install Spray Fireproofing at Office Space	0 days	Sat 4/25/26	Wed 4/29/26								
479	Install CMU Walls	10 days	Fri 5/22/26	Thu 6/4/26								
480	Construct Switchgear Room	20 days	Fri 5/22/26	Thu 7/2/26								
481	Construct Mechanical/Electrical Room	20 days	Fri 5/22/26	Thu 7/2/26								
482	Install Door Frames at Metal Stud Framing	3 days	Tue 5/26/26	Thu 5/26/26								
483	Install Metal Stud Framing	7 days	Mon 5/11/26	Mon 6/8/26								
484	Top Out Walls with Drywall	3 days	Wed 5/27/26	Thu 6/11/26								
485	MEP In-Wall Rough-In	10 days	Tue 5/26/26	Mon 6/22/26								
486	Install In-Wall Blocking	2 days	Wed 6/3/26	Wed 6/10/26								
487	Drywall One Side	5 days	Mon 7/27/26	Fri 7/31/26								
488	In-Wall Inspections	1 day	Mon 8/3/26	Mon 8/3/26								
489	Insulate and Drywall Second Side	5 days	Tue 8/4/26	Mon 8/10/26								
490	Install Elevators	45 days	Mon 10/12/26	Fri 12/11/26								
491	ADDITIONS - INTERIOR FINISHES	78 days	Tue 8/11/26	Thu 11/26/26								
492	Interior Finishes Level 3	35 days	Fri 10/9/26	Thu 11/26/26								
493	Interior Finishes Level 2	35 days	Tue 8/11/26	Mon 9/28/26								
494	Interior Finishes Level 1	20 days	Tue 8/11/26	Mon 9/7/26								
495	RENOVATIONS OF EXISTING CUSTOM HOUSE	1216 days	Tue 3/1/22	Wed 10/28/26								
496	Attic structural renovations	130 days	Mon 2/16/26	Fri 8/14/26								
497	Complete Demolition	3 days	Mon 2/16/26	Wed 2/18/26								
498	Repair Attic Floor Joists	30 days	Fri 2/27/26	Thu 4/9/26								
499	Layout GRDs in Floor	2 days	Fri 4/10/26	Mon 4/13/26								
500	RFI #107 - Attic Floor Duct Penetration	32 days	Wed 4/8/26	Fri 6/5/26								
501	Frame GRD openings in Attic Floor	10 days	Mon 6/8/26	Fri 6/19/26								
502	Install Cement Board	5 days	Mon 6/29/26	Fri 7/3/26								
503	Repair Wood Roof Framing	5 days	Mon 7/6/26	Fri 7/10/26								
504	Install Temporary Roof Opening	2 days	Mon 7/13/26	Tue 7/14/26								
505	Repair existing chimneys	20 days	Mon 6/1/26	Fri 6/26/26								
506	Install new Roof Steel	15 days	Wed 7/15/26	Tue 8/4/26								

CUSTOMS HOUSE - RENOVATION AND ADDITION
MASTER SCHEDULE

ID	Task Name	Duration	Start	Finish	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026
907	Install Drywall under Roof	5 days	Wed 8/5/26	Tue 8/11/26	9 14 19 24 29 4	9 14 19 24 29 3	8 13 18 23 28 2	7 12 17 22 27 2	7 12 17 22 27 1	6 11 16 21 26 1	6 11 16 21 26 31 5	10 15 20 25 30 1
908	Install Metal Stud Walls	3 days	Wed 8/12/26	Fri 8/14/26								
909	Deliver and Stage AHU-3 and AHU-4	3 days	Wed 8/12/26	Fri 8/14/26								
910	Replace existing roof	10 days	Wed 8/12/26	Tue 8/25/26								
911	Strip and Re-paint Window Surrounds	20 days	Mon 5/18/26	Fri 6/12/26								
912	Replace Windows	20 days	Wed 5/6/26	Tue 6/2/26								
913	Renovate Mezzanine level	20 days	Mon 8/17/26	Fri 9/11/26								
914	Construct Elevator Control Room	20 days	Mon 9/14/26	Fri 10/9/26								
915	Renovate level 3 Courtroom and Offices	128 days	Mon 5/4/26	Wed 10/28/26								
916	Structural Repairs Above Doors	10 days	Mon 5/4/26	Fri 5/15/26								
917	Strip Woodwork and Strip Walls	15 days	Mon 5/18/26	Fri 6/5/26								
918	Remove and Replace Door Jambs	6 days	Mon 6/8/26	Mon 6/15/26								
919	Install Fire Rated Plywood under Floor	5 days	Tue 6/16/26	Mon 6/22/26								
920	Install Temporary Scaffolding	5 days	Tue 6/23/26	Mon 6/29/26								
921	Install MEP in Ceiling	10 days	Tue 6/30/26	Mon 7/13/26								
922	Install Metal Stud Drywall Coffered Ceilings	10 days	Tue 7/14/26	Mon 7/27/26								
923	Install Acoustabuilt Ceiling	5 days	Tue 7/28/26	Mon 8/3/26								
924	Remove Scaffolding	2 days	Tue 8/4/26	Wed 8/5/26								
925	Install New / Refurbished Windows	5 days	Thu 8/6/26	Wed 8/12/26								
926	Patch and Repair Existing Walls	20 days	Thu 8/13/26	Wed 9/9/26								
927	Install Acoustical Plaster Walls	10 days	Thu 9/10/26	Wed 9/23/26								
928	Build Elevated Platform	3 days	Thu 9/24/26	Mon 9/28/26								
929	MEP Rough-ins below Platform	3 days	Tue 9/29/26	Thu 10/1/26								
930	Prime and 1st Coat Painting	3 days	Thu 9/24/26	Mon 9/28/26								
931	Touch-ups	1 day	Tue 9/29/26	Tue 9/29/26								
932	Install Wood Floor	5 days	Wed 9/30/26	Tue 10/6/26								
933	Install new Doors and Hardware	2 days	Wed 10/7/26	Thu 10/8/26								
934	Install Wood Panel Wainscoat	1 day	Wed 10/7/26	Wed 10/7/26								
935	Final Painting and Touch-ups	3 days	Thu 10/8/26	Mon 10/12/26								
936	Install Millwork and Benches	7 days	Tue 10/13/26	Wed 10/21/26								
937	Install Electrical and Special Systems and Benches	5 days	Thu 10/22/26	Wed 10/28/26								
938	Renovate level 2	92 days	Mon 5/11/26	Tue 9/15/26								
939	MEP Above Ceiling Rough-Ins	10 days	Mon 8/17/26	Fri 8/28/26								
940	Install Spray Fireproofing	0 days	Mon 5/11/26	Fri 5/15/26								
941	Install Intumescent Paint	7 days	Wed 5/27/26	Thu 6/4/26								
942	Install Door Frames at Metal Steel Framing	1 day	Fri 6/5/26	Fri 6/5/26								
943	Install Metal Stud Framing	5 days	Mon 6/8/26	Fri 6/12/26								
944	Install Wooden Storefronts	4 days	Mon 6/8/26	Thu 6/11/26								

CUSTOMS HOUSE - RENOVATION AND ADDITION
MASTER SCHEDULE

ID	Task Name	Duration	Start	Finish	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026
545	Top Out Walls with Drywall	3 days	Fri 6/12/26	Tue 6/16/26	9 14 19 24 29 4	9 14 19 24 29 3	8 13 18 23 28 2	7 12 17 22 27 2	7 12 17 22 27 1	6 11 16 21 26 1	6 11 16 21 26 1	5 10 15 20 25 30
546	MEP In-Wall Rough-In	10 days	Mon 6/8/26	Fri 6/19/26								
547	Install In-wall Blocking	1 day	Mon 6/15/26	Mon 6/15/26								
548	Drywall One Side	3 days	Mon 7/27/26	Wed 7/29/26								
549	In-Wall Inspections	1 day	Thu 7/30/26	Thu 7/30/26								
550	Insulate and Drywall Second Side	3 days	Fri 7/31/26	Tue 8/4/26								
551	Install Ceiling Grid	2 days	Wed 8/5/26	Thu 8/6/26								
552	Install Metal Stud Drywall Cotiered Ceiling	5 days	Wed 8/5/26	Tue 8/11/26								
553	Install GRDs, Lights, and Devices	5 days	Fri 8/7/26	Thu 8/13/26								
554	Hang and Finish Drywall Ceilings	10 days	Wed 8/12/26	Tue 8/25/26								
555	Prime Paint and 1st Coat Walls and Ceilings	5 days	Wed 8/26/26	Tue 9/1/26								
556	Install Flooring	3 days	Wed 9/2/26	Fri 9/4/26								
557	Final Painting	5 days	Mon 9/7/26	Fri 9/11/26								
558	Install Doors and Hardware	2 days	Mon 9/14/26	Tue 9/15/26								
559	Renovate level 1	1187 days	Tue 3/1/22	Thu 9/17/26								Renovate level 1
560	Install Intumescent Paint	19 days	Mon 5/11/26	Thu 6/4/26								
561	Rough-in MEP	10 days	Fri 8/21/26	Thu 9/3/26								
562	Construct Metal Stud Chase Walls	2 days	Fri 9/4/26	Mon 9/7/26								
563	Construct Fire Pump Room	15 days	Tue 3/1/22	Mon 3/21/22								
564	Construct Mechanical Room	5 days	Tue 3/1/22	Mon 3/7/22								
565	Install Ceiling Grid	2 days	Fri 9/4/26	Mon 9/7/26								
566	Install Drywall Ceiling	2 days	Tue 9/8/26	Wed 9/9/26								
567	Install Lights and Devices	3 days	Thu 9/10/26	Mon 9/14/26								
568	Prime Paint and 1st Coat	2 days	Tue 3/1/22	Wed 3/2/22								
569	Install Casework	1 day	Tue 9/8/26	Tue 9/8/26								
570	Install Flooring	2 days	Wed 9/9/26	Thu 9/10/26								
571	Install Plumbing Fixtures	1 day	Fri 9/11/26	Fri 9/11/26								
572	Final Painting	2 days	Mon 9/14/26	Tue 9/15/26								
573	Install Doors and Hardware	2 days	Wed 9/16/26	Thu 9/17/26								
574	FINISH SITEWORK & LANDSCAPING	152 days	Thu 5/21/26	Fri 12/18/26								
575	Remove Scaffold and Steps West Elevation	2 days	Tue 6/30/26	Wed 7/1/26								
576	Traffic Signal Delay	47 days	Thu 5/21/26	Fri 7/24/26								
577	West Elevation Excavation, Shoring and Foundation Waterproofing	15 days	Mon 7/27/26	Fri 8/14/26								
578	Remove existing storm and install water main and pit	10 days	Mon 8/17/26	Fri 8/28/26								
579	Install Storm Drains MH-8 to MH-7	4 days	Mon 8/31/26	Thu 9/3/26								
580	Install Primary Ductbank North and West Elevation	3 days	Fri 9/4/26	Tue 9/8/26								
581	Concrete retaining wall and trench drains	15 days	Wed 9/9/26	Tue 9/29/26								
582	Install DP&L Gas Line	3 days	Wed 9/30/26	Fri 10/2/26								

CUSTOMS HOUSE - RENOVATION AND ADDITION
MASTER SCHEDULE

ID	Task Name	Duration	Start	Finish	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026
583	Install SWM #1 Storm Tank	15 days	Fri 9/25/26	Thu 10/15/26	9 14 19 24 29 4	9 14 19 24 29 3	8 13 18 23 28 2	7 12 17 22 27 2	7 12 17 22 27 1	6 11 16 21 26 1	6 11 16 21 26 31	5 10 15 20 25 30
584	Re-setting of steps in front of Customs House	5 days	Fri 10/16/26	Thu 10/22/26								
585	Front Plaza Steps Concrete	10 days	Fri 10/23/26	Thu 11/5/26								
586	Install bollards, curbs, sidewalks, and pavers	20 days	Fri 11/6/26	Thu 12/3/26								
587	Landscaping	3 days	Fri 12/4/26	Tue 12/8/26								
588	Paving	8 days	Wed 12/9/26	Fri 12/18/26								
589	PUNCHLIST SITEWORK	10 days	Mon 12/21/26	Fri 1/1/27								
590	COMMISSIONING & PUNCHLIST NEW ADDITION	20 days	Fri 11/27/26	Thu 12/24/26								
591	COMMISSIONING & PUNCHLIST RENOVATION	10 days	Thu 10/22/26	Wed 11/4/26								
592	DELIVERY AND SETUP OF FF&E	15 days	Tue 12/15/26	Mon 1/4/27								
593	INSTALL AND SETUP A/V AND IT SYSTEMS	15 days	Tue 1/5/27	Mon 1/25/27								
594	OWNER TURNOVER AND FINAL CLEANING	0 days	Mon 1/25/27	Mon 1/25/27								
595	OWNER MOVE-IN	10 days	Tue 1/26/27	Mon 2/8/27								

SECTION 013226

CONTRACTOR DAILY REPORTS

1. CONTRACTOR DAILY REPORTS

- A. The Contractor shall submit a Daily Report to the Construction Manager on the forms provided covering the following subjects:
 1. Work in Progress, including areas where work is being performed, nature of the operations in progress, and the manpower assigned.
 2. Extra Work (Time and Material) in progress.
 3. Materials Received.
 4. Trade labor breakdown including identification of all workers on site and the number of hours (or portions thereof) worked by each.
 5. Inspection Checklist (performed daily).
- B. The Contractor shall submit the Daily Report to the Construction Manager by 9:00 AM on the next workday following the workday covered in the Daily Report.

2. DAILY EXTRA WORK REPORT

- A. The Contractor shall submit on the form provided a Daily Extra Work Report on each day he performs authorized Extra Work on a time and material basis.
- B. A separate Daily Extra Work Report shall be submitted for each separate authorized Extra Work item done on a time and material basis.
- C. The Contractor shall submit his Daily Extra Work Report as an attachment to his Daily Report by 9:00 AM on the next workday following the workday covered in the Daily Extra Work Report.

3. SAMPLE DAILY REPORT

- A. A sample daily report follows this section for your reference.

END OF SECTION



CONTRACTOR'S DAILY REPORT

Foreman's Name

(Print)

* INDICATE: F = FOREMAN; J = JOURNEYMAN; A = APPRENTICE

The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirement

Below is a general checklist of requirements on this project. Contractors will check off items that pertain to their contract and project tasks. Notify EDiS Field Manager of any issues. This checklist is not meant to be all inclusive. Please refer to additional OSHA regulations for compliance.

House Keeping

- ☐ Material Storage Area's Orderly
- ☐ Trash Containers Available and Emptied daily
- ☐ Fire Hazards
- ☐ Lighting and ventilation
- ☐ Exits and Stair clear passage
- ☐ Walkways, corridors clear passage
- ☐ Daily debris /trash removal
- ☐ _____

Personal Protective Equipment

- ☐ Hard Hats being worn
- ☐ Safety Glasses with side shields being worn
- ☐ Secondary Eye/Face protection
- ☐ Respirators as required
- ☐ Hand protection when needed
- ☐ Ear protection when needed
- ☐ Inspected & Maintained
- ☐ _____

Fire Prevention

- ☐ Fire extinguishers inspected
- ☐ Flammable / Combustibles properly store
- ☐ Approved Fuel cans used and labeled
- ☐ Oxygen / Acetylenes stored properly
- ☐ _____

Electrical

- ☐ GFI in use
- ☐ Three prong insulated extension cords used
- ☐ Extension cords in good condition
- ☐ Lockout / Tag-out program in use
- ☐ _____

Excavations

- ☐ Miss Utility been contacted
- ☐ Properly Barricaded
- ☐ Ladders in use at depths over 4'-0"
- ☐ Ladders every 25'-0" distance
- ☐ Shored, sloped, benched as required
- ☐ Dewatering as needed
- ☐ _____

Ladders

- ☐ Good condition
- ☐ Correct pitch
- ☐ Extends 3'-0" above landing
- ☐ Open and secured / tied off
- ☐ _____

Scaffolds

- ☐ Certified Scaffold Installer
- ☐ Guardrails, toe boards, and planking secured
- ☐ Appropriate signage
- ☐ Adequate cross bracing
- ☐ Secured to building over 25'-0" in height
- ☐ _____

Cranes

- ☐ Rated Load Capacity available in cab
- ☐ Swing Radius barricaded
- ☐ Appropriate certificates / decals / hand signals
- ☐ Daily safety inspection log completed
- ☐ _____

Fall Protection

- ☐ Fall protection plan on file
- ☐ Full harness / shock absorbing lanyard used
- ☐ Anchoring points secured
- ☐ Perimeter barricades
- ☐ Open sided floor protection
- ☐ 6'-0" Tie-off utilized
- ☐ _____

Paperwork

- ☐ MSDS Information
- ☐ Contractors Safety Program
- ☐ Hazardous Communications Training
- ☐ Hazardous Communications Program
- ☐ Contractor Qualified Representation
- ☐ _____

Other

- ☐ _____
- ☐ _____

Foreman / Competent Person:

Print Name _____

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Photographic Documentation included within this section is to be the responsibility of the Construction Manager.

1.2 UNIT PRICES

A. Basis for Bids: Base number of construction photographs on average of 20 photographs per week over the duration of Project.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Digital Camera: Minimum sensor resolution of 8 megapixels.
2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- D. Preconstruction Photographs: Before commencement of work, take photographs of Project site, building perimeter, hardscape, paving, building elevations, and interior photographs of floor, ceiling, and each wall or each interior room/space, including existing items to remain during construction, from different vantage points, as directed by Architect.
 - 1. Flag excavation areas before taking construction photographs.
 - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
 - 3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

- E. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- G. Time-Lapse Sequence Construction Photographs: Take 20 photographs as indicated, to show status of construction and progress since last photographs were taken.
 - 1. Frequency: Take photographs monthly, coinciding with the cutoff date associated with each Application for Payment.
- H. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.
 - 1. Do not include date stamp.
- I. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - 1. Three days' notice will be given, where feasible.
 - 2. In emergency situations, take additional photographs within 24 hours of request.
 - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

END OF SECTION

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Not For Bid

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Shop Drawings.
2. Product Data.
3. Samples.
4. Other submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

- a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2013 format.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Contractor or CM shall use Architect's cover sheet for all submittal correspondences. Architect reserves the right to withhold action on any submittal where said cover sheet is omitted.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow time for submittal review, including time for resubmittals. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a dash, then a sequential number, then Section Name, and then a submittal type (PD=Product Data, SD=Shop Drawing, or SA=Sample) (e.g., 05 50 00-01-Misc. Metals-PD, SD, or SA). Resubmittals shall include an alphabetic suffix after another dash (e.g., 05 50 00-01-Misc. Metals-PD, SD, or SA-A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.

- n. Indication of full or partial submittal.
 - o. Transmittal number.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Remarks.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Post electronic submittals as PDF electronic files directly to Project Web site specifically established for Project.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

- a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. Take photos of physical samples and upload with cover sheet to Submittal Exchange for comments and record purposes. Either mail or hand deliver physical samples concurrently with Submittal Exchange submission.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit four sets of Samples. Architect will retain one Sample sets, one sample set will be sent to the Owner; remainder will be returned.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

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

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION

Not For Bid

SECTION 013523 - SAFETY PROGRAM

1. GENERAL

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety activities and programs in connection with their Work.
- B. Contractor shall be responsible for the safety of their personnel as well as their subcontractors.
- C. Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops), high visibility garments worn on the outer layer of clothing, and work boots.

2. SAFETY PROGRAM

- A. Prior to commencing the work, the Contractor shall submit to the Construction Manager (1) electronic copy and (1) bound copy of its safety program and one (1) copy of SDS information in a 2" ringed notebook. One paper copy of the safety program and SDS will be retained by the Construction Manager in the field office.
- B. The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. The program shall be project and site specific. Every Contractor shall implement and enforce its safety program, in accordance with all OSHA, Federal, State, and local laws.
- C. Crystalline Silica Exposure Control Plan - Affected Contractors must provide a Written Exposure Control Plan for Respirable Crystalline Silica, meeting Subpart Z of the OSHA Construction Industry Regulations, that ensures each employee covered by this section of the Regulations can demonstrate knowledge and understanding meeting the requirements of the regulation, identify the competent person designated by the employer in accordance with the section, and otherwise comply with the requirements of this section of the Regulations.
- D. Every Contractor shall designate a qualified Safety Supervisor and Alternate to implement the safety program. If during the progress of the work the Safety Supervisor is not performing their duties in a manner satisfactory to the Construction Manager the Contractor will designate a new qualified Safety Supervisor.
- E. Every Contractor shall furnish the names and qualifications of the Primary and Alternate competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection,

confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc.

- F. The employer shall verify compliance by preparing a written certification record. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of this section, the certification record shall include the date the employer determined the prior training was adequate rather than the date of actual training.
- G. Copies of any and all documents, including information stored electronically, such as safety and health program handbooks and training certification records shall be provided when necessary.
 - 1. The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. Please forward certification (document) of training for each employee on an EDiS project. The latest training certificate shall be maintained.
- H. Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to the Superintendent, verifying inspection of work area, machinery, equipment, and tools.
- I. Prior to starting work on-site, the Contractor shall arrange with the on-site Superintendent to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.
- J. Every Contractor shall hold, at a minimum, weekly safety toolbox talks with all its employees every Monday at 12:30 PM. Every Contractor shall designate a responsible, qualified, and capable person to conduct these meetings. Contractor's safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.

3. SUBSTANCE ABUSE POLICY STATEMENT

- A. The Construction Manager is committed to providing a safe work site environment for its employees and Contractors' employees. The Construction Manager does not condone or permit employees and Contractors' employees to use or be under the influence of drugs or alcohol while they are on any of the Construction Manager work sites. The Policy is as follows:
 - 1. It is a violation of the Construction Manager's policy for employees and Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.
 - 2. It is a violation for employees and Contractors' employees to report to work while influenced by illegal drugs or alcohol.
 - 3. It is a violation for employees and Contractors' employees to use prescription drugs illegally

(i.e., to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.

4. Employees and Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.
- B. Violations of this policy will require disciplinary action. If any employees or Contractors' employees are observed or suspected of being influenced by drugs or alcohol, they will be instructed to stop work and may be required to leave the work site.

4. EXECUTION

- A. Every Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Construction Manager, Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Every Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders, or procedures arising out of or in any way connected with the performance of this agreement, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager in taking such action shall be borne by the Contractor and may be deducted from any payments due Contractor.
- B. The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Construction Manager and other Contractors in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Construction Manager or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Construction Manager of the hazard as well as warn exposed persons to avoid the hazard.
- C. The Contractor / Sub-contractor shall prepare a written Job Hazard Analysis (JHA) common to the construction industry for any work of a high risk nature. This JHA will be prepared and signed by each work crew each day prior to starting work on a specific area of work and any time

a crew is re-assigned to a new work task. The JHA form is generally in table form and simply describes tasks to be performed, potential hazards and mitigating measures. The form is used to identify, analyze, understand and mitigate potential hazards associated with repetitive or potentially hazardous work operations. Each employee associated with the work to be performed shall be instructed by their companies designated Competent Person of the safety measures listed on the form and shall sign the document prior to the commencement of work (examples of "high risk": pre-cast concrete, scaffold activities, steel erection, work at heights, work at depths, road work, etc.) If the contractor prepares a similar assessment form it must be reviewed to meet the criteria of a Job Hazard Analysis (JHA) as described by the U.S. Department of Labor (OSHA 3071 2002 Revised).

- D. The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Construction Manager any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- E. Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Construction Manager any unsafe practices or conditions that are observed which are not under the Contractor's control.
- F. The Contractor's Superintendent or Safety Supervisor shall ensure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- G. Every Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.
- H. Contractor certifies that the forgoing terms shall be made applicable to all Contractors' subcontractors, suppliers, materialmen, or anyone furnishing labor and/or materials to the site.
- I. Every Contractor shall continue to educate their job Safety Supervisor or Superintendent of their responsibilities, which shall include:
 - 1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
 - 2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
 - 3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.

4. Acquainting its workers and subcontractors with all applicable safety requirements and ensuring that they are enforced.
 5. Setting a good example for their workers.
 6. Making a complete investigation of incidents to determine facts necessary to take corrective action.
 7. Promptly completing an "Incident Investigation Form" with his Supervisor's assistance and distributing as required.
 8. Holding weekly "tool box" safety meetings with their employees to:
 - a. Discuss observed unsafe work practices or conditions including a review of current foreman meeting and progress meeting reports.
 - b. Review each incident with their employees and discuss correction of incident root causes.
 - c. Encourage safety suggestions from his men.
 9. Seeing that prompt medical treatment is administered to an injured employee.
 10. Correcting or reporting immediately to project superintendent any observed unsafe conditions, practices or violations of job safety or security.
 11. Making all reports required by these Contract Documents to the Construction Manager in a full and timely fashion.
5. SAFETY MEETINGS
- A. The Contractor's Project Manager or Superintendent shall attend weekly or biweekly supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed, and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.
6. TOOL BOX SAFETY MEETINGS
- A. The Contractor shall schedule weekly "tool box" safety sessions to be held by their project safety supervisor or competent person / superintendent for all their employees.
 - B. A member of the Contractor's management staff shall periodically attend "tool box" safety sessions

to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

- A. Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.
- B. Contractors shall promptly complete an incident investigation report of all incidents.
- C. A record of all "tool box" safety sessions shall be made and submitted to the Construction Manager.

8. SAFETY REPRESENTATIVE

- A. The Construction Manager (CM) may employ the services of a Safety Representative on the project.
- B. The CM Safety Representative will visit the job site on a weekly basis, or as necessary, to determine if the work is being performed in a safe manner and in accordance with OSHA, State and Local safety regulations. The CM Safety Representative is not responsible for observing and documenting all possible safety violations. The Contractors' Safety Representatives, Safety Supervisors, or Superintendents shall attend job site safety inspections with the CM Safety Representative.
- C. The CM Safety Representative will prepare a written report at the end of each inspection listing the safety violations observed during the inspection. This report will be distributed to all Contractors. Contractors will immediately correct all safety violations and provide written documentation to the CM verifying that all hazards have been corrected.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

- A. The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:
 - 1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
 - 2. If the Contractor has been notified by the Construction Manager in writing that he is in violation of safety regulations and fails to take action to correct the violation within 24 hours of the notice.
- B. If the Construction Manager directs the Contractor to stop the work due to safety violation, it will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.
- C. If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in a habitual manner, or creating a serious life safety

violation, the Construction Manager or Safety Representative may instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

- A. The Construction Manager shall establish a central meeting location for the assembly of all Contractors' employees in the event of a job site emergency.
- B. Contractors shall assemble all their personnel and account for all employees. Contractors must immediately report to the Project Superintendent with the status of their employees.

11. FALL PROTECTION PROCEDURES

- A. Contractors are responsible, in accordance with federal, state, local laws and regulations including OSHA, to provide and enforce their own site specific fall protection program and equipment. The following fall protection procedures shall be enforced by all Contractors as a minimum standard.
 - 1. All workers on walking/working surfaces with unprotected sides or edges six feet (6') or higher above the next lower level must be protected from falls by the use of guardrail systems, net systems, fall arrest systems or control access zone programs. It is intended that when fall protection is required, it is required 100% of the time. All contractors are reminded that relevant industry regulations require that contractors comply with the following standards.
 - a. Workers constructing or working near leading edges must be protected.
 - b. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
 - c. Employees working from scaffolds shall be guarded / protected from falling 6 feet (6') above next lower level.
 - d. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.
 - e. Roofers must comply with OSHA regulations for roof work.
 - f. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.
 - g. Guidelines for Residential Construction or any interpretations will not be accepted in lieu

of 1926 Standards.

- h. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.
- B. Contractor shall provide their own fall protection. Fall protection may be provided by guardrail systems, net systems, or personal fall arrest systems. All fall protection systems must comply with OSHA regulations.
- C. Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e., harness/lanyard.
- D. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Superintendent. It shall be the responsibility of each Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each Contractor shall be responsible to re-install the Safety Cable System in accordance with OSHA regulations.
- E. Fall protection will be enforced for Structural Steel Erectors.
 - 1. Contractors engaged in structural steel erection are specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.
 - a. Standard guardrail system.
 - b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. PFAS must meet the requirements of CFR 1926 subpart M.
 - c. Access to work area shall be provided by ladders or other safe methods. There shall be sufficient number of ladders, or other safe methods, available to reduce the amount of "beam walking." When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.
 - d. Steel erection Contractors must, at all times, be able to certify in writing that each of their employees have been properly trained in both OSHA fall protection standards and the Contractor's site specific project fall protection procedures.
 - e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

12. AIRBORNE CONTAMINENTS PROCEDURES

- A. Contractors must provide and use equipment furnished with Exhaust Purifiers / Scrubbers when any equipment produces airborne containments and will be used in an enclosed building.
- B. The Contractor shall verify air quality by the use of air monitoring equipment and document such verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.
- C. The Contractor must provide administrative or engineering controls to protect its workers from exposure to occupational health, environmental or other hazards to be implemented whenever feasible. When such controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed by local, state, and federal regulations. Any equipment and technical measures used for this purpose must first be approved for each particular use by a competent industrial hygienist or other technically qualified person. Whenever respirators are used, their use shall comply with 1926.103.

13. CELL PHONE AND RADIO USE POLICY

- A. Use of cell phones on EDiS Company projects should be limited to non-construction type activity areas and away from active construction areas (i.e., project office). This includes both cell phone use and the review of data, information, texts, and the internet. Except in an emergency circumstance, phones should only be used in the designated areas. Anyone observed using a cell phone outside of these designated areas without regard to maintaining a safe focus on their surroundings can be subject to discipline, up to and including removal from the project. Use of ear buds, ear phones, and portable radios are absolutely prohibited on EDiS Company project sites. Anyone using ear buds, ear phones, or any other device that would prevent the wearer from receiving auditory cues about the surrounding environment will be subject to discipline, up to and including removal from the project.

14. EXCAVATION PROCEDURES

- A. Before ANY excavation work is to commence, the Contractor/Excavator shall contact the utility companies or utility owners and advise them of the proposed work and ask them to mark the location of the underground utility installations. This notification shall be done within established or customary local response times. If the work is on private property and the utility company will not mark out the utilities, the Contractor/Excavator will hire a private locating service to mark the utilities. Once the utilities are located and marked, the Contractor/Excavator will excavate by hand or use a vacuum truck to expose the utilities and record the exact location and elevation of the utilities.
- B. The Contractor/Excavator must submit the Excavation Permit to EDiS Company verifying their

assurance of communication with the utility companies or utility owners. The Contractor/Excavator must follow State, Local, and Federal Guidelines prior to proceeding with excavations. The Contractor/Excavator will have these marks restored as long as there is work to perform.

- C. Once the Contractor has installed new utilities, they will provide to EDiS Company an as-built drawing, within 7 days, showing the exact location and elevation of the utilities. The installing Contractor will be responsible for locating and marking these utilities for other contractors that may have work in the same area.
- D. Definition: "Excavator" shall mean any person, including those acting either as an employer or employee, intending to perform or performing excavation or demolition work.
- E. Definition: "Excavate" or "Excavation" shall mean any operation in which earth, rock or other material in the ground is moved, removed, or otherwise displaced or disturbed by means of any tools, equipment or explosives and includes, without limitation, grading, trenching, digging, dredging, ditching, drilling, auguring, tunneling, boring, backfilling, post pounding, driving objects into the ground, installation of form pins, hammering, scraping, cable or pipe plowing or driving.

15. TRAFFIC CONTROL PROCEDURES: Manual on Uniform Traffic Control Devices (MUTCD)

- A. Traffic control plan(s) for the work may be required by the Authorities Having Jurisdiction (AHJ). Traffic control plans, if required, shall be prepared per AHJ standards, at the Contractor's expense, for review and approval by the AHJ. (Note: anything on a public right of way controlled by the state will require an engineer's stamp.) The implementation of the traffic control plan and any associated maintenance shall be performed at the Contractor's expense in accordance with the requirements of the AHJ. All warning signs and safety devices used by the Contractor to perform the work shall conform to the requirements contained in the State where the work is being performed, and the Department of Transportation's current edition of "Manual on Uniform Traffic Control Devices". The Contractor shall also be responsible for all traffic control required by the AHJ over the Project on the intersecting streets.
- B. Contractors must submit a traffic control plan to the AHJ over the project for approval within fourteen (14) calendar days of Contract award. The approved traffic plan must be submitted prior to the commencement of work in a public street. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the Department of Transportation for safety through construction zones. All of the streets in which the work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the AHJ. Businesses and residences adjacent to the work shall be notified forty- eight (48) hours in advance of closing of streets, roadways, driveways, etc. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of- ways unless otherwise approved. These requirements shall not authorize any extension of time for performance of this Contract.

16. SCAFFOLDING PROCEDURES

- A. A written project specific scaffold inspection checklist must be completed by the Contractor's competent person responsible for inspecting the scaffolding before each work shift, and after any occurrence which could affect a scaffold's structural integrity. A copy of the documented scaffold inspection checklist must be maintained by each company performing work on a scaffold and a second copy provided for record to the EDiS project office.
- B. Contractors are required to ensure that all employees working on or around scaffolding are properly trained. Contractors shall provide documented verification of scaffold training upon request.
- C. Scaffold erectors and dismantlers are required to wear fall protection during the erecting, modifying and dismantling scaffolds. In cases where fall protection is infeasible or creates a greater hazard, the competent person shall document their decision at each specific location of scaffold assembly. At minimum, the scaffold erectors and dismantlers shall wear a fall protection harness during the erection, modification and dismantling of scaffolds.
- D. Contractors shall utilize a scaffold tag system. The scaffold tag system shall be color coded and visible. The competent person shall sign and date the scaffold tag.
 - 1. Green tags are reserved for complete systems.
 - 2. Red tags are reserved for erection/dismantling activities and for scaffolds with deficiencies in the system.
 - 3. Yellow tags are reserved for systems that require the use of both PFAS and guardrail systems for incomplete scaffold systems or platforms.

END OF SECTION

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