

PROJECT MANUAL

PAVEMENT AND REHABILITATION PROJECT
SKYLINE MIDDLE SCHOOL
WILMINGTON, DELAWARE
RCCSD BID #2-13-52

PROJECT TEAM

Owner: Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805
Phone: 302.552.3700

Engineer: Duffield Associates, Inc.
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Wilmington, Delaware 19808
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May 2013

Project No. 5111.GD

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INVITATION TO BID

RED CLAY CONSOLIDATED SCHOOL DISTRICT PAVEMENT AND REHABILITATION PROJECTS SKYLINE MIDDLE SCHOOL

Bids will be received by the Red Clay Consolidated School District, Office of Facilities and Maintenance at 1798 Limestone Road, Wilmington, DE 19804 for BID #2-13-52 PAVEMENT AND REHABILITATION PROJECT at SKYLINE MIDDLE SCHOOL – June 4, 2013 at 3:00 PM local time.

There will be a **MANDATORY** pre-bid meeting on May 20th, 2013 at 3:00 PM local time at the Red Clay Consolidated School District Skyline Middle School Parking Lot at 2900 Skyline Drive, Wilmington, DE 19808. Bidding documents will be available on May 20th, 2013 at the pre-bid meeting and thereafter (from Duffield Associates, Inc., 5400 Limestone Road, Wilmington, DE, 19808; phone 302.239.6634) upon receipt of \$25.00 per set/non-refundable. The drawings and specifications will also be available for viewing/download online for free at Duffield Associates' company website.

The project involves improvements at Skyline Middle School consisting of patching, milling, overlay, and restriping of the existing site pavements (up to approximately 11,000 square yards). The project also includes removal and replacement of selected areas of sidewalk and curbing. For further information, please contact Duffield Associates in writing: Joseph Jakubowski, P.E., LEED AP at jjakubowski@duffnet.com or by facsimile at 302.239.8485.

Prevailing Wage Rates, as described by Delaware Law, must be adhered to where applicable.

Proposals will be publicly opened and read at the Red Clay Consolidated School District Office of Facilities and Maintenance, 1798 Limestone Road, Wilmington, DE 19804, telephone (302) 892-3284 on the date and time indicated. Time and place for opening of bids may be extended from that described above on not less than two calendar days' notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

Proposals may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of bids.

Each bidder must deposit with his bid, security in an amount of not less than 10% of his base bid plus all additive alternates, in the form and subject to the conditions provided in the specifications.

The Red Clay Consolidated School District reserves the right to waive irregularities and to reject any and all bids.

Marcin Michalski
Manager of Facilities and Maintenance
Red Clay Consolidated School District
1798 Limestone Road
Wilmington, DE 19804
(302) 892-3284

INSTRUCTIONS TO BIDDERS

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.

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 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

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

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

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

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex 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, color, sex 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, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

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

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

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

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

4.6 SUBMISSION OF BIDS

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

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

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

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

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

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax,

if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

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

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

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

- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

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

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

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

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

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

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

- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) or a Delaware business license number, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification or Delaware business 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. Prior to execution of the resulting contract, the successful Bidder shall be required to produce proof of its Delaware business license if not provided in its bid.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF INSTRUCTIONS TO BIDDERS

**PAVEMENT AND REHABILITATION PROJECT
SKYLINE MIDDLE SCHOOL
WILMINGTON, DELAWARE
RCCSD BID #2-13-52**

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 sixty (60) days from the date of opening of bids, 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
- Bid Security
- Summary of experience with proposed geotextile overlay system
- (Others as Required by Project Manuals)

**PAVEMENT AND REHABILITATION PROJECT
SKYLINE MIDDLE SCHOOL
WILMINGTON, DELAWARE
RCCSD BID #2-13-52**

BID FORM

SUBCONTRACTOR LIST

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Maintenance of Traffic	_____	_____	_____
2. Paving	_____	_____	_____
3. Pavement Fabric	_____	_____	_____
4. Joint/Slurry Sealant	_____	_____	_____
5. PCC Construction	_____	_____	_____
6. Catch Basin Sediment Removal	_____	_____	_____
7. Pavement Markings	_____	_____	_____
8. Staircase Replacement	_____	_____	_____

**PAVEMENT AND REHABILITATION PROJECT
SKYLINE MIDDLE SCHOOL
WILMINGTON, DELAWARE
RCCSD BID #2-13-52**

BID FORM

SUBCONTRACTOR LIST

9. Retaining Wall Surface Repairs	_____	_____	_____
10. Railing Replacement	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____

**PAVEMENT AND REHABILITATION PROJECT
SKYLINE MIDDLE SCHOOL
WILMINGTON, DELAWARE
RCCSD BID #2-13-52**

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 Red Clay Consolidated School District.

All the terms and conditions of RCCSD BID #2-13-52 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.

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. RCCSD
BID #2-13-52, to be paid to the **State** for the use and benefit of Red Clay Consolidated School District 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 Red Clay Consolidated School District 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 Red
Clay Consolidated School District this Contract to be entered into within twenty days after the date of official notice of
the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and
remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2007.



AIA[®] Document A101[™] – 2007

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

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

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101[™] – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:24:19 on 05/16/2011 under Order No.4597703944_1 which expires on 05/05/2012, and is not for resale.

User Notes:

(1247046248)

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Init.

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

%

§ 8.3 The Owner’s representative:
(Name, address and other information)

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Init.

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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

§ 9.1.6 The Addenda, if any:

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

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

init.

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

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

 OWNER *(Signature)*

 CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

User Notes:

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

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

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

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

END OF SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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 Red Clay Consolidated School District ("**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. RCCSD BID #2-13-52 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:

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 Red Clay Consolidated School District (“**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. RCCSD BID #2-13-52 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:

Application and Certificate for Payment

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 0.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 0.00
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

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

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

By: _____ Date: _____

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

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

GENERAL CONDITIONS

TO THE

CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. 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
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5. SUBCONTRACTORS
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ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Paragraph:

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

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

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

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

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

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

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

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

3.5 WARRANTY

Add the following Paragraphs:

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

Add the following Paragraph:

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

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

ARTICLE 5: SUBCONTRACTORS

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

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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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

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

Add the following Paragraph:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

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

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

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

.8 failure to provide a current Progress Schedule;

.9 a lien or attachment is filed;

.10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

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

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.2.1.1 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.

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraph 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.1 Strike "one" and insert "two".

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 Throughout the Paragraph strike "21" and insert "45".

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

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

15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

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

15.4 ARBITRATION

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

END OF SUPPLEMENTARY GENERAL CONDITIONS



RECEIVED
MAY 13 2013

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
225 Corporate Boulevard, Suite 104
Newark, Delaware 19702

TELEPHONE (302) 761-8200
(302) 451-3423
Fax (302) 368-6604

Via Facsimile and Regular Mail

May 10, 2013

Mr. Joseph Jakubowski
Duffield Associates, Inc.
5400 Limestone Road
Wilmington, DE 19808

Re: Pavement and Rehabilitation Project at Skyline Middle School, New Castle County, DE

Dear Mr. Jakubowski:

I am responding to your request for a category determination for the Pavement and Rehabilitation Project at Skyline Middle School, which is a state funded construction project located in New Castle County, DE. The work consists of patching, milling, overlay, and restriping of the existing site pavement and removal and replacement of selected areas of sidewalk and curbing. You estimate the total cost of construction for this project to be \$ [REDACTED]

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

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2013, prevailing wage rates for Highway Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3425.

Sincerely,

A handwritten signature in blue ink that reads "Salina Crossland".

Salina Crossland
Labor Law Enforcement Officer II
Salina.crossland@state.de.us
Enclosure

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

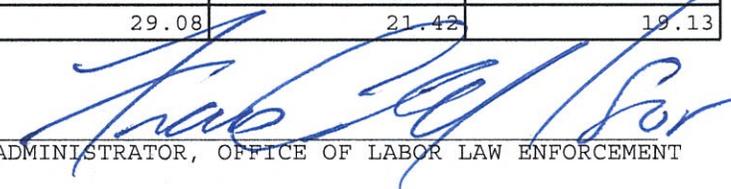
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2013

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	46.83	46.83	14.51
CARPENTERS	42.64	50.06	39.82
CEMENT FINISHERS	28.79	26.13	23.29
ELECTRICAL LINE WORKERS	22.50	43.42	21.25
ELECTRICIANS	60.60	60.60	60.60
IRON WORKERS	42.20	23.87	25.35
LABORERS	28.95	26.97	26.82
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	58.07	58.07	58.07
PILEDRIVERS	66.42	23.75	26.95
POWER EQUIPMENT OPERATORS	37.00	29.47	27.16
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	29.08	21.42	19.13

CERTIFIED: 5/10/13

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

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

PROJECT: Pavement and Rehabilitation Project at Skyline Middle School, New Castle County

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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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, color, sex 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, color, sex 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, color, sex or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all

material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing 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 require, cause judgement to be confessed upon the bond.

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

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

ARTICLE 7: CHANGES IN THE WORK

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

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

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

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

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

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

ARTICLE 8: TIME

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

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

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

8.4 SUSPENSION AND DEBARMENT

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

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

the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

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

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

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

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

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value

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

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

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

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

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

13.3 LABORATORY TESTS

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

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

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

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

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to

the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

TS-1: Mobilization and Demobilization

1.0 DESCRIPTION

This work shall consist of the assembling, setting up, disassembling and removing facilities for the project, transportation of equipment, providing sanitary facilities for the Contractor's use, if necessary, and any other provisions of these Contract Documents, local or State law and regulation not specifically included under the remaining Bid Items.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item, including sanitary facilities, if necessary. These materials and furnishings will not be considered part of the various Bid Items of the completed Contract.

3.0 CONSTRUCTION METHODS

The Contractor shall provide all tools, equipment, materials, labor and work for the construction and furnishing of the required facilities and System. All work under this item shall be performed in a safe and workmanlike manner.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid and Base Bid Alternate 1, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-2: Maintenance of Traffic

1.0 DESCRIPTION

This work shall consist of furnishing, placing and removing temporary barricades and signage to restrict access of pedestrian and vehicular traffic in the proposed work areas and related stockpile/laydown areas.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to, temporary barricades, caution tape and signage.

3.0 CONSTRUCTION METHODS

3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the furnishing, placement and removal of the required materials.

3.2 Prior to the start of construction, the Contractor shall submit a work plan to the Owner, in writing, which indicates a plan to proceed with the proposed work and designate areas of the site requiring concurrent occupation by the Contractor. Based on this plan, the Owner will designate discrete areas of the site where the Contractor can proceed with the proposed work. It is the intention of the Owner to limit work to discrete areas of the site to minimize disruption of general activities on the campus. The Contractor will not be permitted to move to a subsequent work area until all work in the previous work area, including clean-up and restoration, has been completed.

3.3 Contractor shall minimize disruption of traffic flow on all roadways and in parking lots during the execution of the proposed repairs.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid and Base Bid Alternate 1, and all selected Alternates, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-3: Bituminous Concrete Full Depth Pavement Patching

1.0 DESCRIPTION

This work shall consist of milling and disposal of existing bituminous concrete pavement and subgrade materials, as noted on the Contract Drawings. Subsequently, the subgrade should be proofrolled, regraded as necessary to achieve positive drainage, and the pavement surface should be reconstructed with new compacted bituminous concrete base course and graded aggregate base course, in accordance with the detail provided in the Contract Drawings.

750 sy of full depth pavement patching shall be included in the Base Bid.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to, the following:

- 2.1 Binder Course: Type B, Hot Mixed, Hot Laid Bituminous Concrete.
- 2.2 Base Course: Graded Aggregate Base Course, Type B.
- 2.3 Tack Coat: CSS-1-h asphalt.
- 2.4 Joint Sealant: Hot poured joint sealant conforming to the requirements of Section 807 of the DelDOT Standard Specifications and ASTM D 6690-07 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- 2.5 Geotextile Fabric: Woven, geotextile fabric, such as Geotex 315 or approved equivalent.

3.0 CONSTRUCTION METHODS

- 3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the excavation and removal of the existing pavement and the replacement with new pavement, as indicated on the Contract Drawings. All work under this item shall be performed in a safe and workmanlike manner.
- 3.2 All work shall be performed in accordance with DelDOT Standard Specifications.

- 3.3 The limits of the patching area will be marked on the pavement by the Engineer at the start of the project. Prior to excavation of any existing pavement, the Contractor shall discuss the limits of additional disturbance that may be required to achieve the proposed construction with the Engineer. Damage to any areas which were not agreed to in advance with the Engineer shall be repaired by the Contractor at no additional expense to the Owner.
- 3.4 Sawcutting of existing bituminous concrete pavement shall be performed around the perimeter of the reconstruction area. Sawcutting should be “squared off” and be full depth as required to provide a clean, straight and true edge.
- 3.5 All excavated materials shall become the property of the Contractor and be removed from the site at the completion of the project at no additional expense to the Owner. Where possible, it is preferred that excavated materials be directly loaded onto trucks for subsequent off-site disposal.
- 3.6 Following excavation of the existing pavement section, all loose material shall be removed and leveled off. Subsequently, the exposed subbase shall be compacted with at least 3 passes of a minimum 10-ton, smooth drum. The subgrade shall be regraded as necessary to provide drainage of the final pavement section.
- 3.7 Contractor shall take precautions as necessary to minimize the potential for disturbance or softening of the pavement subgrade materials from inclement weather or construction traffic. If exposed, the subgrade soil shall be proofrolled by a minimum 10-ton vibratory roller or a fully loaded tandem dump truck in the presence of a qualified geotechnical engineer acting as the owner’s representative in the field. Any soft, wet or yielding areas encountered within the pavement areas shall be undercut to firm subgrade and backfilled as recommended by the geotechnical engineer. These areas shall be immediately covered by the geotextile fabric, pulled tight and lapped a minimum of 12 inches. Graded aggregate base course shall then be placed in a lift thickness not to exceed 8 inches, compacted with at least 3 passes of a minimum 10-ton vibratory roller. Any soft areas that develop after initial construction shall be undercut and replaced with graded aggregate at no additional cost to the Owner.
- 3.8 Prior to the placement of any bituminous concrete, the edges of the patching area shall be swept clean, and a tack coat shall be thoroughly applied with a brush to provide full coverage of adjacent sawcut pavement edge and any abutting curbs and sidewalks.
- 3.9 Prior to the placement of the new pavement, butt joints shall be constructed at each termination location for the surface course along the existing pavement. The edge of the existing pavement shall have a clean, straight and true edge, and should be sawcut, if necessary.

- 3.10 The compacted bituminous concrete pavement shall consist of a thickness as specified on the Contract Drawings. The completed pavement surface shall be graded to match the surrounding grades and shaped to provide for positive surface drainage away from the existing structures. The contractor shall be responsible to establish final site grading that provides positive site drainage at all areas on the finished pavement surface. Following its placement, the binder courses shall be compacted in accordance with DelDOT's Standard Specification requirements (minimum of 90% compaction of the TVD for binder course).
- 3.12 Following completion of construction, the Contractor shall restore all site grades in landscaped areas to their pre-construction condition. The exposed surface shall be fine graded and raked free of roots, cobbles and soil lumps which shall be removed from the site. Subsequently, the Contractor shall restore the landscaped area to its pre-construction condition by providing topsoil, grass or mulch to match its previous condition. Seeding of grassed areas shall be performed in accordance with Delaware Erosion and Sedimentation Control Handbook (1989) and DelDOT Standard Specifications Section 734.
- 3.13 The interface between the new and existing pavement should be sawcut to a depth of approximately 1/2-inch and be filled with a hot poured joint sealant in strict accordance with Section 807 of the DelDOT Standard Specifications and the manufacturer's printed label instructions.

4.0 METHOD OF MEASUREMENT

The limits of the patching area will be marked on the pavement by the Engineer at the start of the project. 750 sy of full depth pavement patching shall be included in the Base Bid.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-4: Bituminous Concrete Structural Overlay (with Geosynthetic Overlay Fabric)

1.0 DESCRIPTION

This work shall consist of surface preparation, placement and compaction of a bituminous concrete leveling course in areas as needed, asphalt cement binder (AC-20), geosynthetic pavement fabric and minimum 1½ inch compacted surface course overlay within the pavement limits indicated on the Contract Drawings. Adjustments to the top of manholes, catch basins and cleanouts are included in this item, as well as the spraying of herbicide in cracks prior to the structural overlay, and replacement of pavement markings to match existing.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to, the following.

- 2.1 Leveling Course: Type C, Hot Mixed, Hot Laid Bituminous Concrete.
- 2.2 Tack Coat: CSS-1-h asphalt
- 2.3 Overlay Fabric Binder Coat: Asphalt Cement, AC-20
- 2.4 Geosynthetic Overlay Fabric: Petromat 4598, as manufactured by Propex Fabrics, Inc., or approved equivalent.
- 2.6 Surface Course: Type C, Hot Mixed, Hot Laid Bituminous Concrete.
- 2.6 Joint Sealant: Hot poured joint sealant conforming to the requirements of Section 807 of the DelDOT Standard Specifications and ASTM D 6690-07 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- 2.7 Slurry Seal: Crack sealer modified with equal parts of joint sealant and masons sand (DelDOT Standard Specification Section 804).

3.0 CONSTRUCTION METHODS

- 3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the placement and compaction of a pavement overlay in the existing parking lot areas as indicated by the Contract Documents. All work under this item shall be performed in a safe and workmanlike manner.
- 3.2 The limits of pavement overlaying will be marked on the existing pavement by the Engineer at the start of the project. Prior to placement of the overlay, the

contractor shall discuss the limits of additional disturbance that may be required to achieve the proposed construction with the Owner's site representative. Damage to any areas that were not agreed to in advance with the Owner's site representative shall be repaired by the Contractor at no additional expense to the Owner.

- 3.3 Prior to the placement of the overlay, tapermilled butt joints shall be constructed at each termination location for the overlay along the existing pavement. In addition, the edges of the pavement along all existing curbs and sidewalks should also be tapermilled. The tapermilled edges and butt joints should be at least 2 feet wide and 1½ inches deep along the curbs and at least 6 feet wide and 1½ inches deep at the edge of the pavement overlay. **The edge of the existing pavement shall have a clean, straight and true edge, and should be sawcut, if necessary.**
- 3.4 As directed by the Engineer, all catch basins, manholes and cleanouts within the overlay areas shall be vertically adjusted flush with the new overlay to promote positive pavement drainage.
- 3.5 Excess materials from the tapermilling shall be removed from the pavement area and may be temporarily laid on the adjacent pavement. However, overnight stockpiling of such materials will not be permitted. Materials which are excavated and laid on the adjacent pavement shall be removed and hauled off-site by the end of each work day. Subsequently, the affected pavement areas shall be swept clean at the end of each work day. All excess stockpiled materials shall become the property of the Contractor and be removed from the site at the completion of the project at no additional expense to the Owner.
- 3.6 Following tapermilling of the existing pavement section, all loose materials shall be removed and the existing surface shall be swept or blown clean of dust. **Where vegetation is present in cracks in the pavement, spray with an approved chemical herbicide (e.g., Roundup).** Subsequently, all cracks in excess of 1/8 inch shall be thoroughly cleaned to a depth of at least one inch and sealed with a hot poured crack sealer in accordance with the manufacturer's printed label instructions. A slurry seal shall be utilized to seal cracks wider than ½ inch in width.
- 3.7 Following preparation of the existing pavement's surface, a tack coat shall be placed only over the proposed areas to receive a leveling course at a minimum rate of 0.05 gallons per square yard. The tack coat shall be placed the same day as the leveling course.
- 3.8 Following placement of the tack, a leveling course shall be placed in any depressed areas as required to reduce undulations in the pavement surface and to promote surface drainage. Following placement, the leveling course shall be

compacted in accordance with DelDOT's Standard Specification requirements for binder course.

- 3.9 After the completion of the leveling course, a hot applied asphalt cement binder (AC-20) coat shall then be applied at a minimum rate of 0.25 gallons per square yard and in accordance with the overlay fabric manufacturer's recommendations. The binder coat shall also be hand applied with a brush to the butt joint edges and to abutting curbs. The overlay fabric should then be applied and brushed smooth in accordance with the manufacturer's recommendations. Side laps shall be at least 8 inches wide and end laps shall be at least 18 inches long. The placement of asphalt cement overlay fabric and bituminous concrete overlay shall be placed within two hours or as recommended by the fabric supplier.

The geotextile fabric shall be placed by a Contractor experienced in the installation of geotextile overlay systems and in conformance with the recommendations of the geotextile material's supplier except as modified by these plans and specifications. The proposed geotextile overlay system shall be submitted by the contractor, along with a summary of previous experience with similar geotextile overlay systems, for review by the Owner with the Contractor's bid.

- 3.10 The compacted bituminous concrete overlay shall consist of a surface course at least 1½ inches thick. The completed overlay surface shall be graded to match the surrounding grades and shaped to provide for positive surface drainage away from the existing structures. The contractor shall be responsible to establish final site grading that provides positive site drainage at all areas on the finished pavement surface. Additional thickness of overlay may be required to provide positive slope to promote drainage. The thickness of the surface overlay lifts shall be limited to 3 inches. Where greater thickness is required to establish positive drainage, multiple lifts shall be placed. Following its placement, the surface course shall be compacted in accordance with DelDOT's Standard Specification requirements for surface course.
- 3.11 Following completion, the pavement area shall be restriped to match existing pavement markings.
- 3.12 Following completion of construction, the Contractor shall grade all islands and landscaped areas with acceptable topsoil, filling all settled and/ or eroded areas, so that all surfaces shall be properly drained with no ponding in landscaped areas. The surface shall be fine graded and raked free of roots, cobbles and soil lumps which shall be removed from the site. Subsequently, the Contractor shall restore the landscaped area by providing topsoil, grass or mulch. Seeding of grassed areas shall be performed in accordance with the current Delaware Erosion and

Sedimentation Control Handbook and DelDOT Standard Specifications Section 734.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-5: Bituminous Concrete Full Depth Pavement Reconstruction

1.0 DESCRIPTION

This work shall consist of sawcutting the existing parking lot pavement, excavation and disposal of existing bituminous concrete pavement, aggregate base course, and excavation of soil to the proposed boxout depth detailed in the Contract Drawings. Subsequently, these materials should be replaced with new materials in accordance with the detail provided in the Contract Drawings.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to, the following.

- 2.1 Surface Course: Type C, Hot Mixed, Hot Laid Bituminous Concrete.
- 2.2 Binder Course: Type B, Hot Mixed, Hot Laid Bituminous Concrete.
- 2.3 Base Course: Graded Aggregate Base Course, Type B.
- 2.4 Tack Coat: CSS-1-h asphalt.
- 2.5 Geotextile Fabric: Woven, geotextile fabric, such as Geotex 315 or approved equivalent.
- 2.6 Joint Sealant: Hot poured joint sealant conforming to the requirements of Section 807 of the DeIDOT Standard Specifications and ASTM D 6690-07 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

3.0 CONSTRUCTION METHODS

- 3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the excavation and removal of the existing pavement and the replacement with new pavement, as indicated on the Contract Drawings. All work under this item shall be performed in a safe and workmanlike manner.
- 3.2 All work shall be performed in accordance with DeIDOT Standard Specifications Sections 401, 808, 821, and 823.
- 3.3 The limits of the pavement reconstruction area will be as shown on the project drawings and will be marked on the pavement by the Engineer at the start of the project. Prior to excavation of any existing pavement, the Contractor shall discuss the limits of additional disturbance that may be required to achieve the

proposed construction with the Engineer. Damage to any areas which were not agreed to in advance with the Engineer shall be repaired by the Contractor at no additional expense to the Owner.

- 3.4 Sawcutting of existing bituminous concrete pavement shall be performed around the perimeter of the reconstruction area. Sawcutting should be “squared off” and be full depth as required to provide a clean, straight and true edge.
- 3.5 Excavated materials may be temporarily laid on the adjacent pavement. Stockpiling of materials overnight will not be permitted. Materials which are excavated and laid on the adjacent pavement shall be removed and hauled off-site by the end of each workday. Subsequently, the affected pavement areas shall be swept clean at the end of each workday. All excess stockpiled materials shall become the property of the Contractor and be removed from the site at the completion of the project at no additional expense to the Owner. Where possible, it is preferred that excavated materials be directly loaded onto trucks for subsequent off-site disposal.
- 3.6 Following excavation of the existing pavement section and box out of the required reconstructed pavement section depth, all loose soils shall be removed and leveled off. Subsequently, the exposed subgrade shall be compacted with at least 3 passes of a minimum 10-ton, smooth drum.
- 3.7 Contractor shall take precautions as necessary to minimize the potential for disturbance or softening of the pavement subgrade materials from inclement weather or construction traffic. The subgrade soil shall be proofrolled by a minimum 10-ton vibratory roller or a fully loaded tandem dump truck in the presence of a qualified geotechnical engineer acting as the owner’s representative in the field. Any soft, wet or yielding areas encountered within the pavement areas shall be undercut to firm subgrade and backfilled as recommended by the geotechnical engineer. Soft areas that are observed during the initial excavation and require undercutting shall be removed under the provisions of the unit cost bid item for Undercutting. These areas shall be immediately covered by the geotextile fabric, pulled tight and lapped a minimum of 12 inches. Stone base course shall then be placed in a lift thickness not to exceed 8 inches, compacted with at least 3 passes of a minimum 10-ton vibratory roller. Any soft areas that develop after initial construction shall be undercut and replaced with graded aggregate at no additional cost to the Owner.
- 3.8 Prior to the placement of any bituminous concrete, the edges of the reconstruction area shall be swept clean, and a tack coat shall be thoroughly applied with a brush to provide full coverage of the sawcut edge and any abutting curbs and sidewalks.
- 3.11 Prior to the placement of the surface course, tapermilled butt joints shall be constructed at each termination location for the surface course along the existing

pavement. Tie-in of the new pavement section with the adjacent, existing pavement should be performed in accordance with the details provided in the Contract Drawings. The edges of the pavement along all existing sidewalks should also be tapermilled. The tapermilled edges and butt joints should be at least 2 feet wide and 1 ¼ inches deep along the curbs and at least 2 feet wide and 1 ¼ inches deep at the edge of the pavement surface course. **The edge of the existing pavement shall have a clean, straight and true edge, and should be sawcut, if necessary.**

- 3.12 As directed by the Owner's representative, all catch basins, manholes and cleanouts within the overlay areas shall be vertically adjusted flush with the new overlay to promote positive pavement drainage. Catch basins/ manholes should be adjusted using portland cement concrete bricks and mortar, or with cast in place concrete.
- 3.11 The compacted bituminous concrete pavement reconstruction shall consist of a surface course at least 1 ½ inches thick and a base course at least 2 ½ inches thick, as indicated on the Contract Drawings. The completed overlay surface shall be graded to match the surrounding grades and shaped to provide for positive surface drainage away from the existing structures. The contractor shall be responsible to establish final site grading that provides positive site drainage at all areas on the finished pavement surface. Following its placement, the surface and binder courses shall be compacted in accordance with DelDOT's Standard Specification requirements (minimum of 92% compaction of the theoretical voidless density (TVD) for surface coarse and minimum of 90% compaction of the TVD for binder course).
- 3.12 Following completion of pavement construction, the Contractor shall stripe the pavement areas to match the pavement striping and markings noted on the Contract Drawings.
- 3.13 Following completion of construction, the Contractor shall restore all site grades in landscaped areas to their pre-construction condition. The exposed surface shall be fine graded and raked free of roots, cobbles and soil lumps which shall be removed from the site. Subsequently, the Contractor shall restore the landscaped area to its pre-construction condition by providing topsoil, grass or mulch to match its previous condition. Seeding of grassed areas shall be performed in accordance with Delaware Erosion and Sedimentation Control Handbook (1989) and DelDOT Standard Specifications Section 734.
- 3.14 The interface between the new and existing pavement should be sawcut to a depth of approximately 1/2-inch and be filled with a hot poured joint sealant in strict accordance with Section 808 of the DelDOT Standard Specifications and the manufacturer's printed label instructions.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-6: Concrete Dumpster Pad Construction

1.0 DESCRIPTION

This work shall consist of construction of one reinforced concrete dumpster pad at the location indicated on the project drawings. This work shall include excavation, partial demolition/removal of existing pavement, removal of excess materials from the site, formwork installation and removal, placement of concrete, backfill and clean-up. This work shall be performed in accordance with the detail provided in the Contract Drawings.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to:

2.1 Portland Cement Concrete: Delaware Department of Standard Specifications Section 812, Class A.

2.2 Base Course: Delaware SP-57 Stone.

3.0 CONSTRUCTION METHODS

3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the removal of existing pavement, construction of the concrete pad and all associated work. All work under this item shall be performed in a safe and workmanlike manner.

3.2 The designated portions of existing pavement shall be sawcut over its full depth and width, removed, and excavated to the proposed depth. Care should be taken to not disturb adjacent curbs, sidewalks or pavement. If curbs or sidewalks are cracked or otherwise damaged by the Contractor during sidewalk replacement, they shall be replaced in kind by the Contractor. No additional compensation will be provided for patching curbs or sidewalks damaged by the Contractor. All work shall be performed in accordance with DeIDOT Standard Specifications Section 705.

3.3 Prior to the placement of new concrete, all loose soils and existing stone base (if present) shall be removed and leveled off by hand excavation. Subsequently, the exposed subgrade shall be compacted with a vibrating plate mechanical compactor, and a 8-inch thick layer of stone base shall be placed and compacted with a vibratory plate mechanical compactor.

3.4 The Contractor shall take precautions as necessary to minimize potential for disturbance or softening of dumpster pad subgrade materials from inclement weather. Soft areas that are observed during the initial excavation and require

undercutting will be removed and replaced with graded aggregate or structural fill. Base course utilized as undercut backfill shall be placed in a lift thickness not to exceed 8 inches and compacted with at least 3 passes of a minimum 5-ton vibratory roller when the size of the area permits, or with a vibrating plate mechanical compactor for smaller areas. Any soft areas that develop after the initial excavation shall be undercut and replaced with graded aggregate at no additional cost to the Owner.

- 3.5 The concrete dumpster pad shall be jointed such that control joints are placed at a maximum 10 feet on center.
- 3.6 Following completion of construction, the Contractor shall restore all site grades in landscaped areas to their pre-construction condition. The exposed surface shall be fine graded and raked free of roots, cobbles and soil lumps which shall be removed from the site. Subsequently, the Contractor shall restore the landscaped area to its pre-construction condition by providing topsoil, grass or mulch to match its previous condition. Seeding of grassed areas shall be performed in accordance with Delaware Erosion and Sedimentation Control Handbook (2003).

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid and Base Bid Alternate 1, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-7: Catch Basin Sediment Removal

1.0 DESCRIPTION

This work shall consist of the excavation, hauling and disposal of accumulated sediment and debris from existing catch basins and drainage inlets as part of the Base Bid.

This work shall include excavation, removal of excess materials from the site, restoration and any other item incidental to sediment and debris removal.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item.

3.0 CONSTRUCTION METHODS

3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the catch basin maintenance. All work under this item shall be performed in a safe and workmanlike manner.

3.3 Extreme care shall be utilized by the Contractor to minimize damage to the existing drainage structures and the existing pavement, walkways, curbs and landscaped areas. Sediment shall be removed using any method of hand tools or mechanized equipment. Prior to any excavation, the Contractor shall discuss the limits of disturbance required to achieve the proposed maintenance with the Owner's site representative. Damage to any areas that were not agreed to in advance with the Owner's site representative shall be repaired by the Contractor at no additional expense to the Owner.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid and Base Bid Alternate 1, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-8: Underdrain Installation

1.0 DESCRIPTION

This work shall consist of furnishing and constructing an underdrain, as noted on the Contract Drawings. This work shall also include excavation, removal of excess materials from the site, backfill, clean-up, restoration and any other item incidental to the construction of the underdrain in accordance with the detail on the Contract Drawing.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to, the following:

2.1 Underdrain Pipe

2.1.1 Pipe: 4 inch diameter polyethylene perforated tubing; Advanced Drainage Systems, Inc. (ADS) Perforated Tubing (4"-401) or approved equivalent.

2.1.2 End Cap: 4 inch diameter polyethylene snap end cap; Advanced Drainage Systems, Inc. (ADS) Snap End Cap (4"-432) or approved equivalent.

2.1.3 Pipe Tees: 4 inch diameter polyethylene snap tee; Advanced Drainage Systems Inc. (ADS) Snap Tee (4"-421) or approved equivalent.

2.2 Drainage Fill: Delaware SP-57 stone.

2.3 Geotextile Fabric: Non-woven, needle punched geotextile fabric, such as Geotex 351, Mirafi 140N or approved equivalent.

3.0 CONSTRUCTION METHODS

3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the construction and furnishing of the required facilities and System. All work under this item shall be performed in a safe and workmanlike manner.

3.2 Underdrains shall be constructed to slope downward toward the point of drainage at a minimum slope of 0.005 ft./ft. The base of the underdrains shall be at least 24 inches below the pavement or ground surface.

3.3 Prior to the placement of the underdrains, the Contractor shall locate and establish the elevations of the high and low points for the run of underdrain. The elevations shall be coordinated with the Owner's site representative and recorded by the Contractor. **At the completion of project, that Contractor shall provide**

to the Owner a record of underdrain pipe invert elevations for each high and low point.

- 3.4 The length of underdrain trench excavated at any time shall be limited to the length of underdrain that can be placed, and backfilled in one workday. All excavations must be fully backfilled at the end of each workday.
- 3.5 Stockpiling of excavated materials will not be permitted. Materials which are excavated and laid aside shall be immediately be removed and hauled off-site by the end of each workday. Subsequently, the affected pavement areas shall be swept clean at the end of each workday. All excess materials shall become the property of the Contractor and shall be removed from the site at no additional expense to the Owner.
- 3.6 Extreme care shall be utilized by the Contractor to minimize disturbance of existing pavement, walkways, curbs and landscaped areas. Prior to any excavation, the Contractor shall discuss the limits of disturbance required to achieve the proposed construction with the Owner's site representative. Damage to any areas that were not agreed to in advance with the Owner's site representative shall be repaired by the Contractor at no additional expense to the Owner.
- 3.7 End Caps shall be provided at the exposed end of all underdrain pipes and tees.
- 3.8 For the underdrain installed in pavement areas, the replacement of the pavement section will be included in the Base Bid. For underdrains installed in landscaped areas, topsoil cover shall be provided as part of this item. The Contractor shall restore the landscaped area to its pre-construction condition by providing topsoil and grass to match its previous condition. Seeding of grassed areas shall be performed in accordance with Delaware Erosion and Sedimentation Control Handbook (2003).

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid and Base Bid Alternate 1, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-9: Bituminous Concrete Partial Depth Pavement Reconstruction

1.0 DESCRIPTION

This work shall consist of milling and disposal of existing bituminous concrete pavement, as noted on the Contract Drawings. Subsequently, the subgrade should be proofrolled, regraded as necessary to achieve positive drainage, and the pavement surface should be reconstructed with new materials in accordance with the detail provided in the Contract Drawings.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to, the following:

- 2.7 Surface Course: Type C, Hot Mixed, Hot Laid Bituminous Concrete.
- 2.8 Binder Course: Type B, Hot Mixed, Hot Laid Bituminous Concrete.
- 2.9 Base Course: Graded Aggregate Base Course, Type B.
- 2.10 Tack Coat: CSS-1-h asphalt.
- 2.11 Joint Sealant: Hot poured joint sealant conforming to the requirements of Section 807 of the DeIDOT Standard Specifications and ASTM D 6690-07 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- 2.12 Geotextile Fabric: Woven, geotextile fabric, such as Geotex 315 or approved equivalent.

3.0 CONSTRUCTION METHODS

- 3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the excavation and removal of the existing pavement and the replacement with new pavement, as indicated on the Contract Drawings. All work under this item shall be performed in a safe and workmanlike manner.
- 3.2 All work shall be performed in accordance with DeIDOT Standard Specifications.
- 3.3 The limits of the partial depth pavement reconstruction will be marked on the pavement by the Engineer at the start of the project. Prior to excavation of any existing pavement, the Contractor shall discuss the limits of additional disturbance that may be required to achieve the proposed construction with the Engineer. Damage to any areas which were not agreed to in advance with the

Engineer shall be repaired by the Contractor at no additional expense to the Owner.

- 3.4 Sawcutting of existing bituminous concrete pavement shall be performed around the perimeter of the reconstruction area. Sawcutting should be “squared off” and be full depth as required to provide a clean, straight and true edge.
- 3.5 All excavated materials shall become the property of the Contractor and be removed from the site at the completion of the project at no additional expense to the Owner. Where possible, it is preferred that excavated materials be directly loaded onto trucks for subsequent off-site disposal.
- 3.6 Following excavation of the existing pavement section, all loose soils shall be removed and leveled off. Subsequently, the exposed subbase shall be compacted with at least 3 passes of a minimum 10-ton, smooth drum. The subgrade shall be regraded as necessary to provide drainage of the final pavement section.
- 3.7 Contractor shall take precautions as necessary to minimize the potential for disturbance or softening of the pavement subgrade materials from inclement weather or construction traffic. The subgrade soil shall be proofrolled by a minimum 10-ton vibratory roller or a fully loaded tandem dump truck in the presence of a qualified geotechnical engineer acting as the owner’s representative in the field. Any soft, wet or yielding areas encountered within the pavement areas shall be undercut to firm subgrade and backfilled as recommended by the geotechnical engineer. These areas shall be immediately covered by the geotextile fabric, pulled tight and lapped a minimum of 12 inches. Graded aggregate base course shall then be placed in a lift thickness not to exceed 8 inches, compacted with at least 3 passes of a minimum 10-ton vibratory roller. Any soft areas that develop after initial construction shall be undercut and replaced with graded aggregate at no additional cost to the Owner.
- 3.8 Prior to the placement of any bituminous concrete, the edges of the reconstruction area shall be swept clean, and a tack coat shall be thoroughly applied with a brush to provide full coverage of adjacent sawcut pavement edge and any abutting curbs and sidewalks.
- 3.13 Prior to the placement of the new pavement, butt joints shall be constructed at each termination location for the surface course along the existing pavement. The edge of the existing pavement shall have a clean, straight and true edge, and should be sawcut, if necessary.
- 3.14 The compacted bituminous concrete pavement reconstruction shall consist of a thickness as specified on the Contract Drawings. The completed pavement surface shall be graded to match the surrounding grades and shaped to provide for positive surface drainage away from the existing structures. The contractor shall

be responsible to establish final site grading that provides positive site drainage at all areas on the finished pavement surface. Following its placement, the surface and binder courses shall be compacted in accordance with DelDOT's Standard Specification requirements (minimum of 92% compaction of the theoretical voidless density (TVD) for surface course and minimum of 90% compaction of the TVD for binder course).

- 3.13 Following completion of pavement construction, the Contractor shall stripe the pavement areas to match the existing markings.
- 3.12 Following completion of construction, the Contractor shall restore all site grades in landscaped areas to their pre-construction condition. The exposed surface shall be fine graded and raked free of roots, cobbles and soil lumps which shall be removed from the site. Subsequently, the Contractor shall restore the landscaped area to its pre-construction condition by providing topsoil, grass or mulch to match its previous condition. Seeding of grassed areas shall be performed in accordance with Delaware Erosion and Sedimentation Control Handbook (1989) and DelDOT Standard Specifications Section 734.
- 3.13 The interface between the new and existing pavement should be sawcut to a depth of approximately 1/2-inch and be filled with a hot poured joint sealant in strict accordance with Section 807 of the DelDOT Standard Specifications and the manufacturer's printed label instructions.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Base Bid Alternate 1 and Alternate 2, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-10: Undercutting

1.0 DESCRIPTION

This work shall consist of undercutting and replacing unsuitable subgrade soils as directed by the Owner's representative, including excavation, removal of undercut materials from the site, backfilling, clean-up and any other items incidental to undercutting.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to:

2.13 Base Course: Graded Aggregate Base Course, Type B.

2.1. Geotextile Fabric: Woven, geotextile fabric, such as Geotex 315 or approved equivalent.

3.0 CONSTRUCTION METHODS

3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the excavation and removal of the unsuitable subgrade soils and their subsequent replacement with the specified backfill soils as directed by the Owner's representative. All work under this item shall be performed in a safe and workmanlike manner.

3.2 All work shall be performed in accordance with DelDOT Standard Specifications Section 821.

3.3 Following the removal of topsoil and existing pavements, the Owner's representative will review the exposed subgrade and provide recommendations for the undercutting of unsuitable subgrade soils as required. The depth and extent of undercut excavation, if required, will be determined by the Owner's representative at the time of excavation.

3.4 All excavated materials shall become the property of the Contractor and be removed from the site at the completion of the project at no additional expense to the Owner.

3.5 Undercut excavations should be backfilled with graded aggregate. Backfill shall be placed in loose lifts not exceeding 8 inches thick. Each lift should be compacted with at least 3 passes of a minimum 10-ton, walk-behind or self-propelled vibratory roller when the size of the area permits, or with a

vibrating plate mechanical compactor for smaller areas. Lift thickness shall be reduced to 6 inch loose lift when using a vibratory plate compactor.

3.6 The Contractor shall take precautions as necessary to minimize the potential for disturbance or softening of the pavement subgrade materials from inclement weather or construction traffic. As a minimum, this shall include the placement of backfill on the same day as the excavation. Any soft areas which develop shall be undercut and replaced with graded aggregate at no additional cost to the Owner.

3.7 Where undercutting is performed, the geotextile fabric shall be installed. The fabric should be pulled tight and lapped a minimum of 12 inches.

4.0 METHOD OF MEASUREMENT

Undercutting shall be measured based on the actual cubic yardage of undercut, rounded to the nearest 0.5 cubic yard, removed and replaced within the limits indicated by the Owner's site representative.

5.0 BASIS OF PAYMENT

The number of cubic yards of material which is removed and replaced shall be paid for at the Contract Unit Price for Undercutting, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-11: Concrete Sidewalk Reconstruction

1.0 DESCRIPTION

This work shall consist of construction of new 4-inch thick concrete sidewalk placed over 4 inches of stone base course at locations indicated in the base bid of the project. This work shall include excavation, removal of excess materials from the site, formwork installation and removal, placement of concrete, backfill and clean-up. This work shall be performed in accordance with the detail provided in the Contract Drawings at locations marked in the field by the Owner's representative.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to:

2.1 Portland Cement Concrete: Delaware Department of Standard Specifications Section 812, Class B.

2.2 Base Course: Delaware SP-57 Stone.

3.0 CONSTRUCTION METHODS

3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the removal and replacement of existing concrete sidewalks and all associated work. All work under this item shall be performed in a safe and workmanlike manner.

3.2 The designated portions of concrete sidewalk shall be sawcut over its full depth and width, removed, and reconstructed to match its existing dimensions. Care should be taken to not disturb adjacent curbs or sidewalks. If curbs or sidewalks are cracked or otherwise damaged by the Contractor during sidewalk replacement, they shall be replaced in kind by the Contractor. No additional compensation will be provided for patching curbs or sidewalks damaged by the Contractor. All work shall be performed in accordance with DeIDOT Standard Specifications Section 705.

3.3 Prior to the placement of new concrete, all loose soils and existing stone base (if present) shall be removed and leveled off by hand excavation. Subsequently, the exposed subgrade shall be compacted with a vibrating plate mechanical compactor, and a 4-inch thick layer of stone base shall be placed and compacted with a vibratory plate mechanical compactor.

3.4 The Contractor shall take precautions as necessary to minimize potential for disturbance or softening of sidewalk subgrade materials from inclement weather.

Soft areas that are observed during the initial excavation and require undercutting will be removed under the provisions of Item 7: Undercutting. Base course utilized as undercut backfill shall be placed in a lift thickness not to exceed 8 inches and compacted with at least 3 passes of a minimum 5-ton vibratory roller when the size of the area permits, or with a vibrating plate mechanical compactor for smaller areas. Any soft areas that develop after the initial excavation shall be undercut and replaced with graded aggregate at no additional cost to the Owner.

- 3.5 Following completion of construction, the Contractor shall restore all site grades in landscaped areas to their pre-construction condition. The exposed surface shall be fine graded and raked free of roots, cobbles and soil lumps which shall be removed from the site. Subsequently, the Contractor shall restore the landscaped area to its pre-construction condition by providing topsoil, grass or mulch to match its previous condition. Seeding of grassed areas shall be performed in accordance with Delaware Erosion and Sedimentation Control Handbook (2003).

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Alternate 3 and Alternate 4, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-12: Concrete Curb Reconstruction

1.0 DESCRIPTION

This work shall consist of construction of concrete curbing in accordance with the detail on the project drawings. This work shall also include excavation, removal of excess materials from the site, backfill and clean-up.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to:

2.1 Portland Cement Concrete: Delaware Department of Standard Specifications Section 812, Class B.

2.2 Base Course: Graded Aggregate Base Course, Type B.

3.0 CONSTRUCTION METHODS

3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the removal and replacement of existing concrete curbs and all associated work. All work under this item shall be performed in a safe and workmanlike manner.

3.2 All work shall be performed in accordance with DelDOT Standard Specifications Sections 701 and 812.

3.3 Curb backfill, as required, shall consist of Delaware Graded Aggregate, Type B, placed in loose lifts not exceeding 8 inches thick. All backfill shall be compacted to at least 90% of the maximum dry density as determined by the Modified Proctor test (ASTM D-1557). The top 6 inches of backfill shall consist of topsoil in existing lawn areas, which should subsequently be seeded and mulched to match existing lawn. Where directed by the Owner's representative, topsoil shall be placed as backfill over the full height of the curb.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Alternate 4, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-13: Bonding Agents for Concrete Surface Repairs

1.0 DESCRIPTION

This work shall consist of the placement of bonding agent between new portland-cement mortar or concrete and hardened portland-cement mortar or concrete. This work shall include partial demolition/removal of existing concrete, removal of excess materials from the site, placement of bonding bridge, and clean-up. This work shall be performed in accordance with the details provided within these technical specifications at the location indicated on the project drawings.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to:

- 2.1. Portland Cement Mortar Adhesive: Sika Armatex 110 EpoCem, as manufactured by Sika Corporation, or approved equal

3.0 CONSTRUCTION METHODS

- 3.1 The Contractor shall provide all tools, equipment, materials, labor and work for placement of bonding agents for concrete and all associated work. All work under this item shall be performed in a safe and workmanlike manner.
- 3.2 Mix and apply components in accordance with the manufacturer's recommendations and until uniform with no lumps. Mix only that quantity that can be applied within its pot life.
- 3.3 Apply to prepared surface with a stiff-bristle brush, broom or "hopper type" spray equipment. Place fresh, plastic concrete/mortar while the bonding adhesive is "wet".
- 3.4 Adhere to all limitations and cautions for the epoxy resin/portland cement adhesive in the manufacturer's current printed literature.
- 3.5 The uncured epoxy resin/portland cement adhesive can be cleaned from tools with water. The cured epoxy resin/portland cement adhesive can only be removed mechanically.
- 3.6 Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Alternate 5, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-14: Concrete Surface Repairs

1.0 DESCRIPTION

This work shall consist of the patching of exterior vertical surfaces with a polymer-modified, portland cement mortar. This work shall include partial demolition/removal of existing concrete, removal of excess materials from the site, formwork installation and removal, placement of cement mortar, and clean-up. This work shall be performed in accordance with the details provided within these technical specifications at the location indicated on the project drawings.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to:

- 2.1. Portland Cement Mortar: SikaTop 123 Plus, as manufactured by Sika Corporation, or approved equal

3.0 CONSTRUCTION METHODS

- 3.2 The Contractor shall provide all tools, equipment, materials, labor and work for concrete rehabilitation and all associated work. All work under this item shall be performed in a safe and workmanlike manner.
- 3.2 Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. Mechanically prepare concrete substrate to obtain a surface profile of +/- 1/16" (CSP 5 or greater as per ICRI Guidelines) with a new exposed aggregate surface. Area to be patched shall not be less than 1/8" in depth.
- 3.3 Where reinforcing steel with active corrosion is encountered, sandblast the steel to a white metal finish to remove all contaminants and rust. Where corrosion has occurred due to the presence of chlorides, the steel shall be high pressure washed after mechanical cleaning. Prime steel with two coats of Sika Armatec 110 EpoCem, as manufactured by Sika Corporation, or approved equal.
- 3.4 Mix and apply components in accordance with the manufacturer's recommendations and until uniform with no lumps. Mix only that quantity that can be applied within its pot life. Do not retemper material.
- 3.5 At the time of application, the substrate shall be saturated surface dry with no standing water. Mortar must be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. If repair area is too large to fill while scrub coat is still wet use

Sika Armatec 110 EpoCem in lieu of scrub coat. After filling, consolidate then screed. Allow mortar to set to desired stiffness then finish with trowel for smooth surface. Areas where the depth of the repair area to sound concrete is greater than 1-1/2", the repair shall be made in lifts of 1-1/2" maximum thickness. The top surface of each lift shall be scored to produce a rough surface for the next lift. The preceding lift shall be allowed to reach final set before applying fresh material. The fresh mortar must be scrubbed into the preceding lift.

- 3.6 As per ACI recommendations for portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water or a water-based compatible curing compound. Moist curing should commence immediately after finishing and continue for 48 hours. Protect newly applied material from rain, sun, and wind until compressive strength is 70% of the 28-day compressive strength. Setting time is dependent on temperature and humidity.
- 3.7 Adhere to all procedures, limitations and cautions for the polymer-modified portland cement mortar in the manufacturers current printed technical data sheet and literature.
- 3.8 The uncured polymer-modified portland cement mortar can be cleaned from tools with water. The cured polymer -modified portland cement mortar can only be removed mechanically.
- 3.9 Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Alternate 5, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-15: Reinforced Concrete Steps and Landing Reconstruction

1.0 DESCRIPTION

This work shall consist of the construction of in-kind reinforced concrete steps, landing and IBC code compliant handrails. Concrete shall be placed over 4 inches of stone base course. The top of concrete shall match the adjacent concrete loading dock elevation. This work shall include excavation, partial demolition/removal of existing pavement, removal of excess materials from the site, formwork installation and removal, placement of reinforcing steel, placement of concrete, backfill and clean-up. This work shall be performed in accordance with the details provided within these technical specifications at the location indicated on the project drawings.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to:

- 2.1 Portland Cement Concrete: Delaware Department of Standard Specifications Section 812, Class B.
- 2.2 Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- 2.3 Base Course: Delaware SP-57 Stone.

3.0 CONSTRUCTION METHODS

- 3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the removal and replacement of existing reinforced concrete steps, landing, IBC code compliant handrails and all associated work. All work under this item shall be performed in a safe and workmanlike manner.
- 3.2 The designated portion of concrete shall be removed, and reconstructed to match its existing dimensions. Care should be taken to not disturb adjacent curbs or sidewalks. If curbs or sidewalks are cracked or otherwise damaged by the Contractor during sidewalk replacement, they shall be replaced in kind by the Contractor. No additional compensation will be provided for patching curbs or sidewalks damaged by the Contractor. All work shall be performed in accordance with DelDOT Standard Specifications Section 705.
- 3.3 Comply with American Concrete Institute ACI 301 "Specification for Structural Concrete for Buildings" and ACI 318 "Building Code Requirements for Structural Concrete" (latest editions). Submit certified mix design and complete set of shop drawings for reinforcing steel. Field verify all dimensions before shop drawing preparation, fabrication, and modification of existing.

- 3.4 Prior to the placement of new concrete, all loose soils and existing stone base (if present) shall be removed and leveled off by hand excavation. Subsequently, the exposed subgrade shall be compacted, and a 4-inch thick layer of stone base shall be placed and compacted.
- 3.5 The Contractor shall take precautions as necessary to minimize potential for disturbance or softening of subgrade materials from inclement weather. Soft areas that are observed during the initial excavation and require undercutting will be removed and replaced with graded aggregate or structural fill. Base course utilized as undercut backfill shall be placed in a lift thickness not to exceed 8 inches and compacted with at least 3 passes of a minimum 5-ton vibratory roller when the size of the area permits, or with a mechanical compactor for smaller areas. Any soft areas that develop after the initial excavation shall be undercut and replaced with graded aggregate at no additional cost to the Owner.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Alternate 5, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.

TS-16: Aluminum Pipe Railing Reconstruction

1.0 DESCRIPTION

This work shall consist of the construction of in-kind IBC code compliant handrails. This work shall include demolition/removal of existing hand railing, removal of excess materials from the site, and clean-up. This work shall be performed in accordance with the details provided within these technical specifications at the locations indicated on the project drawings.

2.0 MATERIALS

The Contractor shall furnish all materials required for this item including, but not limited to:

- 2.1. Railing Pipe and Components: Aluminum Pipe Railings, as manufactured by The Wagner Company, or approved equal

3.0 CONSTRUCTION METHODS

- 3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the removal and replacement of existing handrails and all associated work. All work under this item shall be performed in a safe and workmanlike manner.
- 3.2 Submit complete set of shop drawings. Field verify all dimensions before shop drawing preparation, fabrication, and modification of existing.
- 3.3 Supply items to be cast or embedded in concrete.
- 3.4 When aluminum components come into contact with dissimilar metals, surfaces shall be kept from direct contact by painting the dissimilar metal with a heavy coat of a proper primer. When aluminum components come into contact with cement or lime mortar, exposed aluminum surfaces shall be painted with heavy bodied bituminous paint, water-white methacrylate lacquer or zinc chromate.
- 3.5 Install in accordance with shop drawings and manufacturer's instructions at locations indicated on the drawings. Erect work square and level, horizontal, rigid, and free from distortion or defects detrimental to appearance or performance.
- 3.6 Expansion joints shall be provided as needed to allow for thermal expansion or contraction.

- 3.7 As installation is completed, wash thoroughly using clean water and soap; rinse with clean water. Do not use acid solution, steel wool or other harsh abrasives. If stain remains after washing, remove finish and restore in accordance with NAAMM/NOMMA Metal Finishes Manual. Finish must not be removed from anodized aluminum. Reanodizing can only be done by removing railing and returning it to the anodizer.
- 3.8 Remove stained or otherwise defective work and replace with material that meets specification requirements. Repair damaged finish as directed by Architect. Replace defective or damaged components as directed by Architect.

4.0 METHOD OF MEASUREMENT

No measurement of this item will be performed.

5.0 BASIS OF PAYMENT

This item will be included as part of the Contract Lump Sum Price as provided in the Alternate 6, which price shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the item.