

ADDENDUM NO. 2

January 29, 2025

New Castle County Vocational Technical School District
Hodgson Vo-Tech High School
Bid Package D.2 – Main Entrance Work
Page 1

Bids will be received until 3:00 PM local time on Wednesday, February 5, 2025.

NOTICE: Attach this addendum to the project manual for this project. It modifies and becomes a part of the contract documents. Work or materials not specifically mentioned herein are to be described in the main body of the specifications and as shown in the drawings. Bidders shall acknowledge receipt of this addendum on the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

Whenever this Addendum modifies a portion of the Project Manual added information is shown as **Bold** and deleted information is shown as ~~striketrough~~.

The contract documents for the above-mentioned project, Project Manual dated October 11, 2024, are amended as follows:

GENERAL CLARIFICATIONS:

1. Bid Documents may be viewed and downloaded at EDiS' FTP site. To obtain access to the FTP site, please submit your request via email to Jackie McKee at jmckee@ediscompany.com.
2. Physical copies of bids will be received at the office of New Castle County Vo-Tech School District, 1417 Newport Road, Wilmington, DE 19804 until **3:00 PM local time on Wednesday, February 5, 2025**. The outer envelope should clearly indicate: "NEW CASTLE COUNTY VOCATIONAL TECHNICAL SCHOOL DISTRICT - HODGSON VO-TECH MAIN ENTRANCE WORK BP-D.2-39 SITEWORK, CONCRETE, AND PAVING SEALED BID – DO NOT OPEN." Bids may be hand delivered or mailed/shipped. Electronic bids will not be accepted. Bidder assumes full responsibility for timely delivery at location designated for receipt of bids. Any bids received after the stated time will be returned unopened.

QUESTIONS AND ANSWERS:

1. See attached pre-bid RFI log dated January 29, 2025.

MODIFICATIONS TO SPECIFICATIONS:

1. SECTION 011100 – SUMMARY OF WORK – DELETE this section in its entirety and INSERT revised section, annotated Addendum No 2 and dated January 29, 2025.





LIST OF ATTACHMENTS:

Pre-bid RFI log

Section 011100 Summary of Work

End of Addendum No. 2



RFI No.	Date	Submitted By	Sheet No.	Detail/Section	Question	EDiS Response	Design Team Response	Addendum
001	1/20/25	Eastern States	C451/C454		Which detail/spec are we to use for the entrance work (STA 0+00 to STA 0+80) area asphalt and stone? Is it the heavy-duty detail on page C451 or the proposed entrance profile on page C454?		Entrance profile on C454	2
002	1/20/25	Eastern States	C451		Are we to mill and overlay the inner roadway (STA 0+80 to STA 3+65)? Or is it to be a full depth remove and replace through-and-through, with the detail being label on page C451 as "Standard Pavement Section?"		Full depth remove and replace through-and-through with the Heavy Duty pavement section detail on C451	2
003	1/23/25	Kinsley		Scope 48, F	Scope 48.f References an Asphalt Index of August. Are you refereeing to August 2024 (\$601.67)?	Revise 48.f to read as follows: DelDOT Monthly Asphalt Cement price Effective Jan 1 2025 PG 64-22 \$588.33 per Ton as per DelDOT's web site.		2
004	1/23/25	Kinsley			Is there an existing signal plan available for review?		There is no signal plan for this project	2
005	1/23/25	Kinsley		Scope 46	Scope No. 46 states permits are to be provided. DELDOT permits are issued to the owner, has the entrance permit been obtained? Is there a stamped set of "No Objection" plans for the project from DELDOT?	The DelDOT permit for this project has been issued to the owner. If there are any permits required outside of the DelDOT permit they would be the responsibility of the contractor.		2

SECTION 011100 - SUMMARY OF WORK

1. **RELATED DOCUMENTS**

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

2. **CONTRACTS**

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

3. **ALTERATIONS & COORDINATION**

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

4. **KNOWLEDGE OF CONTRACT REQUIREMENTS**

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

5. **CONTRACT DOCUMENTS INFORMATION**

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

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

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

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

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- AF. **Prohibition of Using Photographs on EDiS Projects:** The Contractor and all associated subcontractors agrees to not issue any news release or advertising pertaining to the Work or the Project, including references to the Project on the Contractor's/subcontractor website or other social media outlets, without obtaining EDiS' prior written approval, in each instance. The Contractor, for itself, its employees, vendors and subcontractors, agrees to not use the name of the Owner, the Project, EDiS or any photographs, videos, or other images of the Project in connection with any of Contractor's business promotion activities, advertising, website, social media outlets, or operations, without EDiS' prior written approval in each instance.
- AG. This is not a secure site. All contractors are responsible for concealing, locking and /or removing any materials on a daily basis. EDiS will not be responsible for any lost tools, materials or equipment.
- AH. Provide all BIM services as specified in Section 013700 BIM Execution Plan. As part of the coordination process all contractors are responsible for obtaining a Revizto license. The cost of this license is \$1,200 and shall be included in your base bid proposal.
- AI. All contractors must provide a silica exposure plan that meets or exceeds the new 2017silica OSHA requirements before any work can commence. At a minimum, it must be implemented into the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
- AJ. All contractors shall be responsible to protect all non-metallic piping within the building envelope from overspray of the Applied Fireproofing, intumescent coatings, fire caulking and fire safing as it pertains to the scope of your course of work. The contractor shall be familiar with and comply with the NFPA regulations, including but not limited to the following 6.3.7.5 Firestopping materials intended for use on nonmetallic piping penetrations shall be investigated for compatibility with the nonmetallic pipe materials. 6.3.7.5 Protection plan shall be submitted and reviewed with the CM prior to implementation.
- AK. For all contracts which include allocations for COOP hours with NCCVT students, any unutilized COOP hours shall be returned to the district at the rates published in the documents, as a credit change order.

CONTRACT D.2-39: SITEWORK, CONCRETE, AND PAVING

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

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 312000	Earth Moving
Section 321216	Asphalt Paving
Section 321313	Concrete Paving
Section 334100	Storm Utility Drainage Piping

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

1. Provide all work associated with the Hodgson Main Entrance modifications. This work includes but is not limited to demolition and removal, erosion and sediment controls, all related sitework, storm water and catch basin revisions, concrete curbs, gutters, sidewalks, truncated domes, asphalt paving, striping, signage, exterior concrete steps and ramps, sod and topsoil/seeding.
2. Provide demolition work as defined on the contract documents and identified to be provided by this Contract D.2-39.
3. Provide all traffic and pedestrian control devices required by the contract documents and required to perform your contract work safely. Coordinate all work with DelDOT and the CM. Include Type III barricade as required. Include all traffic message boards and coordinate lane closures per DelDOT requirements.
4. This contractor is responsible for attending the DelDOT pre-construction meeting and coordinating with DelDOT throughout completion of the project and closeout of all open items.
5. NCCVT will require access to the school for summer activities and maintenance staff. The work of this contract must be coordinated/scheduled to always allow vehicular traffic in and out of the facility. If there must be a full closure for a period of time, it must be coordinated with NCCVT and the CM. **This contractor shall include all pedestrian and vehicular traffic control measures, including but not limited to signage, flaggers, barriers etc. as required by DelDOT and to regulate traffic and pedestrians outside the DelDOT areas. (Addendum No. 1)**
6. This contractor is responsible for maintaining any traffic light sensors or “loops” that may be affected by the work of this contract. **(if damaged, the loops or signals must be repaired/replaced and paid for by this contractor) (Addendum No. 1)**
7. Where the work of this contract meets the existing paving, create an adjustment zone to allow a smooth transition between the grade changes.

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8. Provide identification and removal of all site utilities, electric, water, sanitary, storm and gas as required by the contract documents and in order to perform your contract scope of work.
 9. Provide dumpsters as required for the scope of work of your contract. The CM and Owner will not provide any dumpsters for this contract.
 10. This contractor to supply their own source of power for the scope of work included in this contract. No power will be provided by the Owner or CM.
 11. This contractor shall provide and maintain a concrete dumpster as required for the work of this contract.
 12. This contractor shall provide and maintain all required sediment and erosion control measures as required to perform the work of this contract. This contractor shall comply with all required DNREC requests within 12 hours of notification. The CCR for Contract D.2-39 will be provided by the owner. Maintain sediment control until substantial completion is established by DNREC, then promptly remove. (provide temporary matting and sediment logs as required to control sediment run-off during and until completion of this contract's work.
 13. Inlet protection prior to starting any work on site is required and subject to DNREC approval.
 14. Provide installation of the specified DelDOT entrance as detailed on the contract documents. D.2-39
 15. This contractor shall provide all storm water demolition and rework as required. Filling the abandoned sanitary piping with flowable fill is to be provided by this contract.
 16. This Contractor shall visit the site of the proposed work, fully acquaint and familiarize themselves with the conditions as they exist and the character of the operations to be carried out under the proposed contract and make such investigation as they may see fit so that they shall fully understand the facilities, physical conditions and restrictions affecting the work under the Contract. Claims for additional compensation and/or extensions of time because of Contractor's failure to familiarize themselves with all conditions which might affect the work shall not be allowed.
 17. Provide all site survey and layout of this contract work from a licensed surveyor. This work includes, but not limited to, accomplishing cuts and fills, locating utilities, layout of roads and walkways, and establishing site boundaries. Benchmarks and control points will be established by the CM.
 18. This contractor shall be responsible for contacting and coordinating Miss Utility for layout of existing utilities and provide private location services as required to identify utilities outside the Miss Utility location area.
 19. Furnish and install all site signage. This includes all traffic, pedestrian and school related signage not mounted on buildings, including fire lane curbing paint and/or stripping, roadway markings and signage as required by contract documents and applicable codes.
 20. Before ANY excavation work is to commence, the Contractor/Excavator shall contact the utility companies or utility owners and advise them of the proposed work and ask them to mark the location of the underground utility installations. This notification shall be done within established or customary local

response times. If the work is on private property and the utility company will not mark out the utilities, the Contractor/Excavator will hire a private locating service to mark the utilities. The report generated from the sub-surface private locating firm shall be provided to EDiS as a project submission. Once the utilities are located and marked, the Contractor/Excavator will excavate by hand or use a vacuum truck to expose the utilities and record the exact location and elevation of the utilities. The Contractor/Excavator must submit the Excavation Permit to EDiS Company verifying their assurance of communication with the utility companies or utility owners. The Contractor/Excavator must follow State, Local, and Federal Guidelines prior to proceeding with excavations. The Contractor/Excavator will have these marks restored as long as there is work to perform. Once the Contractor has installed new utilities, they will provide to EDiS Company an as-built drawing, within 7 days, showing the exact location and elevation of the utilities. The installing Contractor will be responsible for locating and marking these utilities for other contractors that may have work in the same area.

21. Provide all sanitary and storm sewer work, including relocation of existing lines, manholes and structures as necessary. Include all required inspections as required by local code authorities. Include all permits necessary for your work. This contractor to include a full camera/video for all sanitary and storm lines/structures for submission and review by the CM, design team and governing authorities. Contractor shall provide imported structural fill material for all new utility trench backfill. Material shall conform to the requirements identified within the contract documents. AASHTO #10 screenings are also an approved material for utility trench backfilling.
22. If the existing fencing located within the limits of this contract are damaged or disturbed during performance of your work, this contractor will be responsible to replace/repair fencing, posts etc. to return the fencing back to its original condition.
23. This Contractor shall, in cooperation with utility companies, remove or cause to be removed all light and power poles if required to be removed, at such time as the services utilizing said poles are no longer required. Remove existing utilities and structures (water, storm, sewer, gas, electric etc.) from their source to 5' outside of existing building footprint. Coordinate shut-off with utility companies, cut and cap as required by governing agency. Patch existing manholes where existing utilities are removed, in accordance with DelDOT and NCCo regulations. Remove existing site amenities (light poles, utility poles, fencing, post and cable barriers, structures etc.) as indicated to be remove by this Contract D.2-39. **This contractor owns and pays for any de-energizing, disconnecting and re-energizing as required to perform the work of your contract. (Addendum No. 1)**
24. If required, this Contractor shall relocate power or light poles, fire hydrants, traffic signs or signals and similar utility and public service items in use and shall cooperate with all governmental agencies having jurisdiction over such items so as not to interfere with the services of such governmental agencies.
25. **This contractor shall coordinate with other trades in coordinating the work at this entrance. Specifically, there will be UG electrical conduits installed by the Phase 1 electrical contractor that require coordination with your work. The electrical site plans or BP-D (previously bid) are on the FTP site for your use and coordination. (Addendum No. 1)**
26. Street openings made for the shutting off or tapping of utility lines or for any other purpose shall be backfilled, tamped and the surfaces restored in accordance with the requirement of applicable local codes or to match existing; whichever is greater.

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27. Utility equipment belonging to the utility companies, if to be retained by these companies, will be removed from the site by the company owning the equipment upon notification by this Contractor.
 28. Any damage to public property, private property, or to utilities due to demolition operations, or the Contractor's neglect, shall be corrected by this Contractor, in a manner approved by the Owner and the parties whose property has been damaged, all at no additional cost to the Owner.
 29. All clearing, grubbing and removal of vegetation, trees, roots and stumps whether indicated on documents or not.
 30. Topsoil stripping and stockpiling on site. The topsoil must be triple screened to remove all inorganic materials in excess of ¾ inches or import material certified as triple screened. Provide sod at all grass areas indicated on documents for seeding and areas needing restoration. Include maintenance, care, watering, mowing, weeding and replacement as necessary up to DNREC's final approval and the owner's occupancy of new school in August of 2026.
 31. Contractors should carefully review the soil borings as they relate to soil conditions in and adjacent to the area where this work will be performed.
 32. Saw cutting and removal of sidewalks, curbs, etc. in the performance of work is this Contractor's responsibility. No stockpiling of demolished materials will be permitted, all demolished debris must be removed daily by this contractor.
 33. All vehicles leaving the construction area of this contract shall have their tires/tracks cleaned before leaving the construction site. construction. Maintenance cleaning of Glasgow Avenue shall be provided daily.
 34. Protect all existing trees to remain within the limits of construction, whether indicated on the documents or not.
 35. If temporary water or power is required for performance of this contract, it shall be provided by the contractor not the Owner or CM.
 36. Provide rough grading for area defined on site drawings for building, lawn areas, bituminous roads, parking and walkways. Preparation of subgrade curbing, walks, and pavements shall be provided by this contractor. All curbs shall be placed on 6" #57-stone GABC (Addendum No. 1) whether the details require or not.
 37. Backfilling as detailed below is the responsibility of this Contractor. Soil types shall be in accordance with DelDOT standards.
 38. This contractor shall be responsible for providing all required grading for the work of this contract. This contract is to provide off-site structural fills for all grading revisions as necessary for completion of this contract work. DelDOT standards for structural fill shall apply.
 39. All structural soils that are to be stockpile on site shall be covered as the stockpile is being created and them kept covered as needed to insure the integrity of the materials (keep it dry)

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40. Provide curb cuts, depressions and DelDOT type C-4 and C-5 curb details.
 41. Provide all bituminous paving and base as required by the contract documents.
 42. Provide all concrete paving as indicated on the contract documents.
 43. Millings may not be used as a substitute for stone base.
 44. This Contractor will provide all pavements markings, fire lane signs, and traffic signs.
 45. The certified construction reviewer (CCR) will be provided by the Owner. Review controls on a weekly basis and complete repairs to stay complaint with DNREC & CCR requirements.
 46. ~~Provide all DelDOT permits related to work for this project.~~ **The DelDOT permit for this project has been issued to the owner. If there are any permits required outside of the DelDOT permit they would be the responsibility of the contractor. (Addendum #2)**
 47. Provide perimeter protection of all excavated areas until suitably backfilled. (rope and flags) required, "Caution" tape is not acceptable protection.
 48. ASPHALT CEMENT COST ADJUSTMENT
 - a. Payments to the Contractor shall be adjusted to reflect increase or decreases in the Delaware Posted Asphalt Cement Price when compared to the Project Asphalt Cement Base Price, as defined in these Special Provisions.
 - b. The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania.
 - c. All deviations of the Delaware Posted Asphalt Cement Price from the Project Asphalt Cement Base Price are eligible for cost adjustment. No minimum increases or decreases or corresponding percentages are required to qualify for cost adjustment.
 - d. The actual quantity of asphalt cement qualifying for any Asphalt Cement Cost Adjustment will be computed on the basis of weight tickets and asphalt percentage from the approved job mix formula.
 - e. For Recycled Hot-Mix the asphalt percentage eligible for cost adjustment shall be only the new asphalt cement added to the mix.
 - f. The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be based on the ~~August 1st price posted on DelDOT's website.~~ **DelDOT Monthly Asphalt Cement price Effective Jan 1 2025 PG 64-22 \$588.33 per Ton as per DelDOT's website. (Addendum #2)**
 - g. If the Contractor exceeds the authorized allotted completion time, the price of asphalt cement on the last authorized allotted workday, shall be the prices used for cost adjustment. However, if the industry posted price for asphalt cement goes down, the asphalt cement cost shall be adjusted downward accordingly.
 49. Base bid shall include all standard dewatering measures, utilizing trenches, crocks, stone and portable pumping measures. This contractor to provide these measures as required to perform their work.
 50. Provide specified warranties, general 2-year and all extended warranties.

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51. Provide temporary shoring to support and maintain adjacencies and excavations per OSHA standards.
 52. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented into the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
 53. Provide As-Built Drawings both in electronic format and a hard copy.
 54. Provide a ~~\$30,000~~ **\$50,000 allowance (Addendum No. 1)** to be used at the discretion of the Owner/Construction Manager.

END OF SECTION