

ADDENDUM NO. 2

January 14, 2026

Polytech High School

Bid Package B – Storm Water Maintenance/Improvements

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Bids are due on **Thursday, January 22, 2026 @ 10:00AM** local time at the District Office of the Polytech School District, 823 Walnut Shade Road, Woodside, DE 19980
The last day for questions is Wednesday, January 14, 2026.

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 March 17, 2025, are amended as follows:

GENERAL CLARIFICATIONS:

1. Bid documents will be available on the EDiS FTP site. In order to obtain access to biddable documents on the EDiS FTP site, bidders must download and complete the Plans Request form from <http://bids.delaware.gov>, and submit to: planrequests@delaware.gov for approval. Once the plans request is approved and you want to receive the biddable plans submit your request for access to the FTP site via email to Crystal Watson, cwatson@ediscompany.com. Your request should include the following information: your company name, contact name, contracts you are bidding on, email address, and phone number.
2. Physical copies of bids will be received at the District Office of the Polytech School District, 823 Walnut Shade Road, Woodside, DE 19980 until 10:00AM local time on Wednesday, January 21, 2026, at which time they will be publicly opened and read aloud. ***Bidders bear the risk of late delivery. Any bids received after the stated time will be returned unopened.*** Please note that the District Office entrance is at the rear of the building. Bids submitted to the High School Office at the front of the school will be rejected and returned unopened.

QUESTIONS AND ANSWERS:

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QUESTIONS AND ANSWERS:

1. **QUESTION:** Do you have a sheet/plans that provides the type of structure and the elevations of the top grade and pipes? For example, a profile page or a structure table.

ANSWER: No, all structures and pipes are to be tied back into existing grades.

2. **QUESTION:** Having trouble reading notes on printed drawings, please advise?

ANSWER: See attached revised drawing package with lighter aerial and pipe lengths checked/revised where needed.

3. **QUESTION:** In reference to the site walk - An area emphasized of importance was the pond modifications to be done. On the plans, there is nothing proposed in this area. I just see ippe cleaning and the storm drain replacements around the site. Will this be a future contract to bin/navigate with you guys?

ANSWER: STORMWATER MANAGEMENT POND RETROFIT drawing package was included in Addendum #1. This drawing package in its entirety is to be included in the scope of "B-01 Sitework Stormwater" contract.

4. **QUESTION:** Sports field figuring on replacing disturbed, I assume sod is preferred?

ANSWER: Sod is not preferred, seed mix to match existing is to be used with soils stabilization for grow back of field grass.

5. **QUESTION:** On the bid form for required documents an Affidavit of Craft Training Compliance is noted but there is no form in the documents?

ANSWER: See attached specification 008115 included in its entirety.



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6. QUESTION: Please clarify the following from specification section 011100 - Contract NO. B-01 – Sitework / Stormwater Summary of Work:

- a. *Item 37. Include a \$20,000 allocation for additional piping, restoration, and additional test pits (above base scope). Question: Is this amount to be given back if not used? This is listed under allowance on the bid form.*

ANSWER: All allowances are for use at owner/CM discretion only, all allowances require approval from owner/CM prior to use, and all unused balances will be returned to the owner at the end of the project.

- b. *Item 38. Include a \$15,000 allowance for Erosion and Sediment Control requirements required but not shown. Is this amount to be given back if not used.*

ANSWER: All allowances are for use at owner/CM discretion only, all allowances require approval from owner/CM prior to use, and all unused balances will be returned to the owner at the end of the project.

7. **QUESTION:** Where in the bid documents is the Bid Matrix Attachment “A” referenced on the bid form for all the alternates? It is supposed to be at the end of the summary of work per the narrative in addendum 1.

ANSWER: The matrix is directly after section 011100 – if you are looking at the original package “01-Polytech Stormwater System Improvements PACKAGE 12.3.2025” The matrix is pages 174-182.

8. **QUESTION:** Is work associated with the stormwater pond retrofit now included in this bid? There is no mention of this in the summary of work in addendum 1.

ANSWER: Yes, STORMWATER MANAGEMENT POND RETROFIT drawing package was included in Addendum #1. This drawing package in its entirety is to be included in the scope of “B-01 Sitework Stormwater” contract.

9. **QUESTION:** Please verify the pipe lengths indicated in the following drawings.

- a. Drawing C102 (30 Scale)
- Pipe replacement P-6 stated length is 45’ but measures 55’.
 - Pipe replacement P-56 stated length is 168’ but measures 218’ from CB-36 to the match line with drawing C105.
 - Flushing schedule pipe P-6 stated length is 146’ but measures 14’ from the end of the replacement section P-6 to the match line with drawing C103.



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- b. Drawing C103 (30 Scale)
 - i. Flushing schedule pipe P-4 stated length is 184' but measures 155' from CB-2 to the match line with drawing C104.
 - ii. Flushing schedule pipe P-6 stated length is 191' but measures 121' from CB-3 to the match line with drawing C102.
 - iii. Flushing schedule pipe P-14 stated length is 64' but measures 53'.
- c. Drawing C104 (30 Scale)
 - i. Pipe replacement P-21 stated length is 40' but measures 16'.
 - ii. Flushing schedule pipe P-21 stated length is 97' but measures 30'.
- d. Drawing C105 (30 Scale)
 - i. Pipe replacement P-32 stated length is 40' but measures 50'.
 - ii. Pipe replacement P-56 stated length is 168' but measures 206' from CB-? to the match line with drawing C102.
 - iii. Flushing schedule pipe P-53 stated length is 134' but measures 231'.
- e. Drawing C106 (30 Scale)
 - i. Pipe replacement P-33 stated length is 40' but measures 8'.
- f. Drawing C108 (30 Scale)
 - i. Flushing schedule pipe P-66 stated length is 66' but measures 22'.

ANSWER: See attached revised drawing package with lighter aerial and pipe lengths checked/revised where needed.



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MODIFICATIONS TO SPECIFICATIONS:**1. SECTION 000110 – TABLE OF CONTENTS**

- a. DELETE these sheets in their entirety” and
- b. INSERT sheets annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

2. SECTION 008113 – GENERAL REQUIREMENTS

- a. INSERT sheets annotated

3. SECTION 008114 – DRUG TESTING PROGRAM AND FORMS

- a. INSERT sheets annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

4. SECTION 008115 – AFFIDAVIT OF CRAFT TRAINING

- a. INSERT sheets annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

5. SECTION 011100 – SUMMARY OF WORK

- a. DELETE these sheets in their entirety” and
- b. INSERT replacement sheet annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

6. SECTION 011100 – ATTACHMENT “A” – BIDDING MATRIX FOR SHEET C102

- a. DELETE these sheets in their entirety” and
- b. INSERT replacement sheet annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

7. SECTION 011100 – ATTACHMENT “A” – BIDDING MATRIX FOR SHEET C103

- a. DELETE these sheets in their entirety” and
- b. INSERT replacement sheet annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

8. SECTION 011100 – ATTACHMENT “A” – BIDDING MATRIX FOR SHEET C104

- a. DELETE these sheets in their entirety” and
- b. INSERT replacement sheet annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.



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9. SECTION 011100 – ATTACHMENT “A” – BIDDING MATRIX FOR SHEET C105

- a. DELETE these sheets in their entirety” and
- b. INSERT replacement sheet annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

10. SECTION 011100 – ATTACHMENT “A” – BIDDING MATRIX FOR SHEET C106

- a. DELETE these sheets in their entirety” and
- b. INSERT replacement sheet annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

11. SECTION 011100 – ATTACHMENT “A” – BIDDING MATRIX FOR SHEET C110

- a. DELETE these sheets in their entirety” and
- b. INSERT replacement sheet annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

7. SECTION 334100 – ATTACHMENT 334100.01

- c. INSERT section 334100.01, annotated Addendum No 2 and dated January 14, 2026. The subcontractor list is being updated to include the new sheets being issued in this addendum.

MODIFICATIONS TO DRAWINGS:**1. DRAWING C100 COVER SHEET**

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.
- c. Engineer in responsible charge has been updated.

2. DRAWING C101 COVER SHEET

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.
- c. Engineer in responsible charge has been updated.

3. DRAWING C102 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.



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- c. "Pipe Replacement Schedule" has been revised.
- d. "Flushing Schedule" has been revised.

4. DRAWING C103 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.

5. DRAWING C104 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.
- c. "Pipe Replacement Schedule" has been revised.
- d. "Flushing Schedule" has been revised.

6. DRAWING C105 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.
- c. "Pipe Replacement Schedule" has been revised.
- d. "Flushing Schedule" has been revised.

7. DRAWING C106 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.
- c. "Pipe Replacement Schedule" has been revised.

8. DRAWING C107 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.

9. DRAWING C108 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.



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10. DRAWING C109 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.

11. DRAWING C110 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality where the drawing contains images and text.

12. DRAWING C111 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality.

13. DRAWING C112 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality.

14. DRAWING C113 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality.

15. DRAWING C114 SITE PLAN

- a. DELETE this sheet in its entirety and;
- b. INSERT replacement sheet, annotated Addendum No 2 and dated January 14, 2026, reissued for enhancing print quality.



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LIST OF ATTACHMENTS:

Updated State Ad for Bid, dated January 14, 2026.

Section 000110 Table of Contents, dated January 14, 2026.

Section 008113 General Requirements, dated January 14, 2026.

Section 008114 Drug Testing Program and Forms, dated January 14, 2026.

Section 008115 Affidavit of Craft Training, dated January 14, 2026.

Section 011100 Summary of Work, dated January 14, 2026.

Section 334100.01 Sprayed Applied Cementitious Mortar for Pipe, dated January 14, 2026.

Bid Package B – Bid Matrix, dated January 14, 2026.

Century Engineering “Polytech High School Stormwater Maintenance”, drawings dated January 2026 –
Marked “ADDENDUM NO 2”**End of Addendum No. 2**

SECTION 000110 - TABLE OF CONTENTS

Division 0 - Procurement and Contract Requirements

000110	Table of Contents
000115	List of Drawings
001116	Advertisement for Bid
002113	Instructions to Bidders
004100	Bid Forms and Attachments: · Subcontractor List · Non-Collusion Statement · Bid Bond Consent of Surety · Affidavit of Employee Drug Testing Program · Affidavit of Contractor Qualifications · DBS Subcontractor List
005200	Agreement Forms · AIA Document A132-2019 Standard Form of Agreement Between Owner and Contractor · AIA Document A132-2019 Exhibit A - Insurance and Bonds
005413	Supplement to Agreement Between Owner and Contractor A132-2019
005414	Supplement to A132-2019 – Exhibit A - Insurance and Bonds
006113	Performance and Payment Bond Forms
006216	Certificate of Insurance
007200	General Conditions AIA Document A232 - 2019
007300 007313	Supplementary General Conditions A232-2019
007343	Wage Rate Requirements
008113	General Requirements
008114	Drug Testing Program and Forms
008115	Affidavit of Craft Training

Division 1 - General Requirements

011100	Summary of Work - Work Covered by Contract Documents
012100	Allowances · Allowance Authorization Form
012200	Unit Prices
012300	Alternates
012600	Change Order Procedures · Change Order Detail Form · Labor Detail Form
012613	Contractor Compensation
012900	Payment Procedures
013113	Project Coordination Meetings
013119	Preinstallation Meetings
013125	Web-Based Project Management System
013216	Construction Progress Schedule

013219	Submittals Register
013226	Contractor Daily Reports · Contractor's Daily Report Form
013300	Submittal Procedures
013500	Contractor Employee Background Check
013523	Safety Program · Competent/Qualified Person Designation Log · Certificate of Training Documents · Job Hazard/Risk Analysis
014500	Quality Control
015200	Construction Facilities & Temporary Controls
016200	Material and Equipment
017123	Field Engineering
017329	Cutting and Patching
017419	Construction Waste Management
017700	Contract Closeout

Division 31 – Earthwork

312000	Earth Moving – See Drawings
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Division 32 – Site Improvements

321216	Asphalt Paving – See Drawings
321313	Concrete Paving – See Drawings
321814	Subgrade and Stone Aggregate Drainage Layer – See Drawings
321823.39	Synthetic Running Track Surfacing
311823.40	Synthetic Running Track Resurfacing
323113	Chain Link Fence and Gates – See Drawings

Division 33 – Utilities

334100	Storm Utility Drainage Pipe – See Drawings
334100.01	Spray Applied Cementitious Mortar For Pipe.

Bid Addenda

END OF SECTION

SECTION 001116 - ADVERTISEMENT FOR BID

Receipt of Bids

Public notice is hereby given that sealed bids for the following prime contracts will be received for the construction of Polytech **Storm Water Maintenance/Improvements** located in Woodside, Delaware. Bids will be received at the District Office of the Polytech School District – **Board Room**, 823 Walnut Shade Road, Woodside, DE 19980 until **10:00AM local time on January 14, 2026 January 21 January 22, 2026**, at which time they will be publicly opened and read aloud. *Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.* The time and location of the bid opening may be extended with a minimum of two calendar day notice to the Bidders.

Contract: No. B-01 – Sitework Stormwater

Contract: No. B-02 – Synthetic Track Surfacing

Bidding Documents

1. It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications, and addendums.
2. Non-biddable documents, for review only, may be examined on the State of Delaware Online Bid Solicitation Directory, <http://bids.delaware.gov>, or at the office of the Construction Manager, EDIS Company, 110 S. Poplar Street, Suite 400, Wilmington, Delaware 19801; on or after December 16, 2025.
3. Bid documents will be available on the EDiS FTP site. In order to obtain access to biddable documents on the EDiS FTP site, bidders must download and complete the Plans Request form from <http://bids.delaware.gov>, and submit to: planrequests@delaware.gov for approval. Once the plans request is approved and you want to receive the biddable plans submit your request for access to the FTP site via email to **Crystal Watson, cwatson@ediscompany.com**. Your request should include the following information: your company name, contact name, contracts you are bidding, email address, and phone number.

Bid Security

A bid security in the amount of 10% of the bid, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: Polytech School District.

Pre-Bid Meeting

A pre-bid meeting will be held at the Board Room of **Polytech School District**, 823 Walnut Shade Rd, Woodside, DE 19980, on December 19, 2025 at 10:00AM local time. A site visit will be conducted immediately following the pre-bid meeting. A second site visit will be conducted on December 30, 2025 at 10:00AM. These site visits will be the only opportunities for the bidders to visit the existing building and review existing conditions affecting the work. Attendance is highly suggested but not mandatory.

Questions

Please contact EDiS Company, Roger Tighe, at rtighe@ediscompany.com or 302-421-2897, with questions.

Conformance to the Delaware Architectural Accessibility Act and the standards of the Architectural Accessibility Board is required on the Project.

Prevailing Wage Rates

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

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" required that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The latest regulation can be downloaded from the following website:

<http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>

Drug Testing Requirements

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" required that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The latest regulation can be downloaded from the following website: <http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>

Craft Training for Public Works Procurement

In accordance with Delaware Code, Title 29, Chapter 69, Section 6962, requires: A public works contract must include a requirement that the contractor provide craft training for journeyman and apprentice levels if all of the following apply:

- A. The project requires prevailing wages and,
- B. The contractor or subcontractor employs 10 or more people and,
- C. It is not a federal highway project, except for the Route 301 project.

The craft training may be provided by any of the following:

- A. The contractor, or
- B. The subcontractor, or
- C. A program registered pursuant under Section 1101-4.0 of Title 19 of the Delaware Administrative Code.

Subsection 6902 defines “Craft Training” as “an apprenticeship program approved by and registered with any state apprenticeship agency or the United States Department of Labor. The Secretary of the Department of Labor shall maintain a list of crafts for which there are approved and registered training programs.”

DELAWARE'S CONTRACTOR REGISTRATION ACT IS EFFECTIVE JULY 1, 2021
<https://labor.delaware.gov/divisions/industrial-affairs/labor-law/contractor-registration-act/>

END OF SECTION

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

SECTION 00 81 13
GENERAL REQUIREMENTS

TABLE OF ARTICLES

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

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

1.3 PILOT PROGRAM FOR DISADVANTAGED BUSINESS ENTITIES (DBE)

This is a pilot project in which goals are set to increase the participation of DBEs in capital projects. A DBE is a for-profit business in which at least 51% of the business is owned by one or more individuals who are both socially and economically disadvantaged; and whose daily operations are managed by one or more individuals who are both socially and economically disadvantaged. OMB has developed the DBE goals based on an analysis of the opportunities available on the project and qualified DBE firms available for participation. The DBE pilot has a cooperative program ("coop") requirement which will allow students in the Vo-Tech School District to work on the project.

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS A232-2019)

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

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, including a list of all subcontractors and materialmen and their DBE status.
- 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.

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3.11 STATE LICENSE AND TAX REQUIREMENTS

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

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

3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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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

5.0 PILOT PROGRAM REQUIREMENTS

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The goal set for this pilot program is for 7% of the contract value shall be provided by DBEs. To achieve that goal, the Contractor shall use best efforts to hire subcontractors or purchase material from DBEs to reflect at least 7% of the contract value.

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.

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

5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

For the purpose of this pilot project, any substitution of a listed subcontractor whether requested in compliance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code or in violation of that statute will not change the DBE requirement. It remains at 7% of the contract value.

*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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, 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,

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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."

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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.

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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

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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 workplace, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

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

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

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$3,000,000	for each occurrence aggregate
Property Damage	\$1,000,000 \$3,000,000	for each occurrence aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$3,000,000	for each occurrence aggregate
Property Damage	\$1,000,000 \$3,000,000	for each occurrence aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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- 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.

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13.3 LABORATORY TESTS

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

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

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

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

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the

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

END OF SECTION

SECTION 008114 – DRUG TESTING PROGRAM AND FORMS

1. SUMMARY

- A. Pursuant to 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit with their bid an Affidavit of Employee Drug Testing Program. A copy of the current Regulation is attached hereto.
- B. Each Contractor shall provide two (2) business days prior to contract execution, copies of the Employee Drug Testing Program for the Contractor and all Subcontractors.
- C. Initial Drug Testing - Employees commencing work on a Jobsite must be tested within the past 180 days from the date of commencing work, with the exception that an Employee who has passed a random or scheduled drug test within that time frame, or an Employee who passed a pre-employment drug test administered pursuant to a Contractor's or Subcontractor's Program and is subject to testing as part of a Contractor's or Subcontractor's ongoing Program or as part of a Consortium shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- D. A Contractor or Subcontractor's Program shall provide that no less than 5% of a Contractor's or Subcontractor's employees shall be randomly selected each month for drug testing and no less than 2.5% of a Contractor or Subcontractor's employees be randomly selected for alcohol testing. Test results must be kept by a Contractor or Subcontractor for a minimum of 1 year subsequent to the date of close out of the Public Works project. See the form attached hereto.
- E. The Contractor will notify the Owner in writing of any positive results of random drug testing. See the form attached hereto. The results must be reported to the Owner within 24 hours of receipt of the test results.

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:_____

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results_____Number of Positive Results _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

to make the data available for inspection by the Owner).

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

Authorized Representative of Contractor/Subcontractor: _____

(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____

(signature)

Date: _____

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

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

END OF SECTION

OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
4000 Office of Management and Budget
4100 Division of Facilities Management

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

1.0 Purpose

The Office of Management and Budget ("Office"), has developed these regulations that require contractors and subcontractors to implement a program of mandatory drug testing for employees who work on large public works contracts funded all or in part with public funds pursuant to 29 **Del.C.** §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all large public works contracts awarded pursuant to 29 **Del.C.** §6962.

2.0 Definitions

"Consortium"/"third party administrator" or "(C/TPA)" means a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the drug and alcohol testing programs of its members.

"Contractor" means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for contracts awarded pursuant to 29 **Del.C.** §6962.

"Division of Facilities Management" and **"DFM"** means the Division of Facilities Management within the Office of Management and Budget.

"Drug testing firm" is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of employees, applicants, licensees, etc., in compliance with these requirements.

"Employee" means an individual employed by a contractor or subcontractor who works on the jobsite of a large public works contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the contractor's jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term "employee" shall also include supervisors and foremen working on the jobsite. The term "employee" shall also include employees of a contractor or subcontractor working on or delivering materials and equipment to and from a jobsite.

"Impairment" or "impaired" means symptoms that an employee while working may be under the influence of drugs or alcohol that may decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the employee or others, or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

"Jobsite" means the site or area directly or indirectly owned, operated or controlled by the owner in which the contractor or subcontractor performs work or delivers services to the owner. For the purpose of this definition, "jobsite" does not mean a remote work site not under the direct or indirect control of the owner in which work is performed to fulfill the contractor's or subcontractor's obligations.

"Large public works contract" means a contract for a public works construction awarded pursuant to 29 **Del.C.** §6962.

"Mandatory drug testing program" and **"program"** means a defined set of basic procedures, requirements and rules that must be used by a contractor or subcontractor to test employees for drugs in compliance with these requirements.

"Owner" is the state agency, school district or entity that awards a large public works contract to a contractor pursuant to 29 **Del.C.** §6962.

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“Positive test result” and **“fail a drug test”** means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration. For purposes of these regulations, an employee shall not be considered to have a positive test result nor shall an employee be considered to “fail a drug test”, unless the employee was impaired by marijuana at the jobsite if:

- The employee is a registered qualifying patient and;
- The drug detected was marijuana, a component of marijuana, or marijuana metabolites.

“Random drug testing” means that an employee is chosen at random for testing without advance notice, from a pool of employees or as a member of a consortium. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.

“Registered qualifying patient” means a person (1) validly issued and in possession of an unexpired registry identification card as defined by 16 Del.C. §4902A (14), and (2) subject to confirmation through a "verification system" as set forth at 16 Del.C. §4902A(17).

“Subcontractor” means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a contractor as defined in Section 2.0.

21 DE Reg. 503 (12/01/17)

3.0 Employee Drug Testing Documentation Requirements

3.1 The following documentation requirements apply:

3.1.1 At bid submission. A solicitation for a large public works contract must require each contractor that submits a bid for the work to submit with the bid a signed affidavit certifying that the contractor and subcontractor(s) has in place or will implement during the entire term of the contract a mandatory drug testing program that complies with this regulation.

3.1.2 At least 2 business days prior to contract execution. The awarded contractor shall provide to the owner copies of the employee drug testing program for the contractor and for all listed subcontractors.

3.1.3 During contract execution. Contractors that employ additional subcontractors on the jobsite may do so only after submitting a copy of the subcontractor's employee drug testing program. A contractor or subcontractor shall not commence work until the owner has concluded the employee drug testing program complies with this regulation as per subsection 3.2.

3.1.4 In the event of an emergency a contractor may employ additional subcontractors on the jobsite prior to submitting the subcontractor's employee drug testing program provided that said program is submitted to the owner as soon as practicable.

3.2 A contractor or subcontractor shall be treated as having a mandatory drug testing program that complies with this regulation if the program includes the following:

3.2.1 The program meets the minimum standards in Section 4.0 of this regulation.

3.2.2 The program provides for the frequency of testing of employees as per Section 5.0 of this regulation:

3.2.3 The program imposes disciplinary measures on an employee who fails a drug test as per Section 6.0 of this regulation.

3.3 Prequalified contractors and subcontractors. A contractor or subcontractor may meet the provisions of subsection 3.1 if they are prequalified through the DFM prequalification and if the DFM prequalification includes provisions requiring an employee mandatory drug testing program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this regulation

3.4 The State shall not be obligated to pay, and the contractor or subcontractor shall expressly agree that, any portion of work performed by a contractor or subcontractor commenced before that contractor or subcontractor has complied with subsections 3.1 and 3.2, provided however that emergency work as referenced in subsection 3.1.4 may not be subject to this provision.

21 DE Reg. 503 (12/01/17)

4.0 Minimum Standards for a Mandatory Drug Testing Program

4.1 Testing for the presence of drugs in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace

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Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). (49 CFR Part 40).

All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.

- 4.2 Contractors and subcontractors subject to these regulations may procure the services of an appropriate drug testing firm to administer their program. A contractor or subcontractor may also participate in a consortium. A contractor or subcontractor may also implement a mandatory drug testing program using in-house personnel and resources.
- 4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus alcohol screening for the following:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA	15 ng/mL.
Cocaine metabolites	150 ng/mL	Benzoylecgonine	100 ng/mL.
Opiate metabolites			
Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL.
		Morphine	2000 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamines			
AMP/MAMP	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine	250 ng/mL.
MDMA	500 ng/mL	MDMA	250 ng/mL.
		MDA	250 ng/mL.
		MDEA	250 ng/mL.
Alcohol	0.04%		

- 4.4 The frequency of random drug testing and the methodology for selecting employees to be screened are defined in Section 5.0 and shall be incorporated into contractor and subcontractor mandatory testing procedures. A contractor or subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

21 DE Reg. 503 (12/01/17)

5.0 Drug Testing Requirements – Frequency for the Testing of Employees

- 5.1 Initial drug testing. Employees commencing work on a jobsite must be tested with the exception that an employee who has passed a random or scheduled drug test within the past 180 days from the date of commencing work or an employee who passed a pre-employment drug test administered pursuant to an contractor's or subcontractor's program, or who possesses a certification no more than 6 months old under the then current New Castle County ordinance 2.05.305 - Alcohol and Drug Testing of Employees of Contractors Working on Public Works Projects and Jobsites, and is subject to testing as part of a contractor's or subcontractor's ongoing program or as part of a consortium shall be permitted to work at the jobsite without further testing; however, the employee is still subject to random testing.
- 5.2 Random drug testing. During the course of a project, each contractor and subcontractor with employees on the jobsite shall maintain a program that meets or exceeds the following requirements.
- 5.2.1 All employees will be subject to random, unannounced testing.
- 5.2.2 The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from a contractor or subcontractor's entire pool of employees, through those employees working on a public works jobsite or through the contractor or subcontractor's participation in a consortium.
- 5.2.3 A contractor or subcontractor's program shall provide that no less than 5% of a contractor's or subcontractor's employees shall be randomly selected each month for drug testing and no less than 2.5% of a contractor or subcontractor's employees be randomly selected for alcohol testing. Contractors or

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subcontractors may participate in a consortium provided that no less than 5% of the consortium's pool shall be subject to drug testing each month and no less than 2.5% of the consortium's pool shall be subject to alcohol testing each month. Contractors or subcontractors with less than 10 employees that do not participate in a consortium shall test at least 1 of their employees, selected randomly per month. Each employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some employees may not be tested within a year, while others may be tested more than once. Nothing in this regulation shall require an employee of a contractor or subcontractor not working or assigned to a public works jobsite to be subject to random alcohol testing.

- 5.2.4 Employees notified that they have been selected must report within 4 hours for testing to a site specified. Employees so notified must have been given such notification at least 4 hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.
- 5.2.5 Purposely impeding or delaying an employee's fulfillment of the testing requirements herein by a contractor or subcontractor may subject the contractor or subcontractor to sanctions listed in Section 8.0.
- 5.3 Reasonable suspicion testing. An employee will be required to take a drug and/or alcohol test at any time his or her employing contractor, subcontractor or the owner reasonably believes that he or she has an impairment caused by drugs and/or alcohol. Further, an employee may be required to take a drug and/or alcohol test at any time his or her employing contractor, subcontractor or the owner finds drug paraphernalia and/or open alcohol containers on the jobsite.
- 5.4 Return to duty testing. As required in Section 6.0.
- 5.5 Accident triggered testing. An employee will be required to take a drug test and may be subject to an alcohol breathalyzer test at any time there is a jobsite accident involving loss or significant property damage, injury or death to an employee of the contractor, subcontractor, or owner or member of the public.
 - 5.5.1 As soon as practicable following an accident, the contractor will notify the employee(s) whose performance could have contributed to the accident of the need for the test.
 - 5.5.2 The appropriate contractor shall ensure that an employee, required to be tested under this section, report to a testing center as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least 4 hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
 - 5.5.3 An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
 - 5.5.4 If an employee fails or refuses to be tested, he/she must be removed from the jobsite and shall be subject to consequences in Section 6.0.
 - 5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.
21 DE Reg. 503 (12/01/17)
28 DE Reg. 228 (09/01/24)

6.0 Consequences of a Positive Test Result

- 6.1 The disciplinary measures contained within a contractor's or subcontractor's program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:
 - 6.1.1 The employee is subject to an immediate suspension from any public works jobsite.
 - 6.1.2 The employee is not eligible for reinstatement by the contractor or subcontractor to any public works jobsite until 30 days after the employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.
 - 6.1.3 The employee is subject to unscheduled monthly random testing as per subsection 5.2.
 - 6.1.4 An employee who has tested positive for more than 1 drug test within a 3-year period shall be permanently banned from working at public works jobsites.

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6.1.5 An employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a registered qualifying patient shall be exempted from the disciplinary actions contained in this section unless:

6.1.5.1 The employee was impaired by marijuana at the jobsite.

6.1.5.2 Employment of the registered qualifying patient would cause the owner to lose monetary or licensing-related benefits under Federal law.

6.2 A contractor or subcontractor shall report the positive test result to the employee's professional licensing board, if applicable.

21 DE Reg. 503 (12/01/17)

7.0 Contractor and Subcontractor Certification of Compliance with Regulations

7.1 During the term of the contract:

7.1.1 During the term of the contract, contractors and subcontractors on the jobsite for more than 30 days shall maintain testing data that includes but is not limited to the data elements contained in subsection 7.1.2:

7.1.1.1 A contractor or subcontractor that is employed on the jobsite for less than 30 days shall not be subject to the reporting requirements contained in subsection 7.1.2 of this regulation, unless the owner specifies that such reporting is required in the invitation to bid or specifications relating to the work to be performed.

7.1.2 The data shall at a minimum contain the following elements:

7.1.2.1 The number of employees who worked on the jobsite during the previous month or quarter.

7.1.2.2 The number of employees subjected to random testing during the previous month or quarter.

7.1.2.3 The number of negative results and the number of positive results.

7.1.2.4 Action taken by the contractor or subcontractor on an employee who failed or tested positive to a random test.

7.1.3 Test results must be kept by a contractor or subcontractor for a minimum of 1 year subsequent to the date of close out of the public works project.

7.1.4 Any positive test result of an employee working on a public works jobsite including the employee name and action taken in response by a contractor or subcontractor must be reported by the contractor or subcontractor to the owner in writing within 24 hours of the contractor or subcontractor receiving the test results.

7.1.5 The owner shall have the right to periodically audit all contractor and subcontractor test results at the contractor or subcontractor's offices or by other means to make the data available for inspection by the owner.

7.1.6 The failure to comply with these reporting requirements may be considered a material breach of any agreement relating to the performance of work by the contractor or subcontractor.

21 DE Reg. 503 (12/01/17)

8.0 Penalties

8.1 A contractor or subcontractor on a large public works contract that fails to implement a mandatory drug testing program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:

8.1.1 Written warning (1st offense).

8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed 3 months (2nd offense) and 1 year (3rd offense).

8.1.3 For subsequent offenses, debarment or bond revocation.

8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the owner may seek a termination for cause, a temporary suspension, a determination that the contractor or subcontractor is not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

19 DE Reg. 207 (09/01/15)

21 DE Reg. 503 (12/01/17)

21 DE Reg. 645 (02/01/18)

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28 DE Reg. 228 (09/01/24)

28 DE Reg. 326 (10/01/24)

SECTION 008115 – AFFIDAVIT OF CRAFT TRAINING

1. AFFIDAVIT OF CRAFT TRAINING

- 1.1 Form Affidavit of Craft Training (008115 attached).

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.

- 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.
- 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 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.
- 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 clean up 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 and in 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. Existing mechanical, electrical, plumbing, sprinkler, medical gas, fire alarm, etc. systems will be shut off and locked out by the Owner as required by the Work. Tie-in's and modifications to those systems will be performed by the specific Contractor associated with the work as indicated in the Contract Documents. Re-energizing and re-startup of all systems should be performed by the Owner.
- AA. 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.
- AB. 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.
- AC. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
- AD. 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.

AE. 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.

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

AG. Liquidated Damages: Contractors are responsible to provide sufficient manpower and equipment and materials to complete work as shown in the project schedule. Any delays in completing a phase of work due to issues caused by a contractor will be subject to a penalty of \$0.00 per calendar day that the work is not completed following the scheduled completion date of that phase of work.

AH. 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.

CONTRACT NO. B-01 – SITEWORK / STORMWATER

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 31 20 00	Earth Moving
Section 32 12 16	Asphalt paving
Section 32 13 13	Concrete Paving
Section 32 1814	Subgrade and Stone Aggregate Drainage Layer
Section 32 31 13	Chain Link Fence and Gates
Section 33 41 00	Storm Utility Drainage Piping
Section 33 41 00.01	Sprayed Applied Cementitious Mortar for Pipe

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

1. Reference ATTACHMENT "A" BIDDING MATRIX sheets at end of this specification section (011100 – Summary of Work) for piping base bid and alternate clarification.
 - a. Attachment "A" Bidding Matrix for Sheet C102
 - b. Attachment "A" Bidding Matrix for Sheet C103
 - c. Attachment "A" Bidding Matrix for Sheet C104
 - d. Attachment "A" Bidding Matrix for Sheet C105
 - e. Attachment "A" Bidding Matrix for Sheet C106
 - f. Attachment "A" Bidding Matrix for Sheet C107
 - g. Attachment "A" Bidding Matrix for Sheet C108
 - h. Attachment "A" Bidding Matrix for Sheet C109
 - i. Attachment "A" Bidding Matrix for Sheet C110
2. Remove and replace storm drainage lines, including excavation and backfill, as required by the Drawings and Specifications including but not limited to:
 - a. All transition fittings from old to new piping as required.
 - b. All modifications to existing inlets as required.
3. This contractor should include jetting of all storm drainage lines as indicated on the drawings. Subcontractor shall provide documentation of the jetting and camera footage of each line, labeled with the specific area per the drawings. All spoils from jetting and cleaning of pipes to be removed from site and disposed of properly. Contractor shall provide full camera scoping of jetted storm lines and basins (Resolution to be no less than 4k. Provide video and photographic documentation for construction manager's review.
4. Install RIPRAP indicated on drawings per DNREC standard.

5. Replace grates as indicated on drawings.
6. Camera all lines at completion of work.
7. This contractor should include all miscellaneous work as shown on the drawings such as cleaning debris from inlets, lining existing piping, and replacing any areas damaged by construction activities.
8. This contractor to provide NPDES sign as required (see sheet C114).
9. This subcontractor should include removal and replacing of all concrete sidewalks, parking bumpers, and signage as required to complete scopes of work in the work areas unless noted otherwise .
10. Subcontractor to provide and maintain concrete wash out container.
11. This subcontractor to provide site clean up on a daily basis, and sweeping as needed to keep roads and parking areas clean and presentable.
12. This subcontractor should include all milling and overlay as shown to be included in base bid and provide new striping at impacted areas once paving has been completed.
13. This subcontractor shall provide the following as it relates to the sports track which will be affected by the storm drainage work:
 - a. Restore the base construction and concrete per track surfacing manufacturers requirements.
14. This subcontractor shall include restoring all green areas, seeding, vegetative stabilization, and providing matting until growth stabilization is achieved. Contractor shall separate topsoil from other soil in order to properly restore these areas. The contractor shall provide any additional topsoil as required. All mulched areas shall be replaced to as new condition.
15. Backfilling is the responsibility of this Subcontractor. It is the intent to use on site material and not imported fill. The use of this on-site material shall conform with the compaction requirements as specified on Civil drawings and in specification section 02200. If on site material does not meet these requirements, a unit price for imported fill will be used.
16. This subcontractor shall include restoring all pavement, sidewalks, curbs, grades, etc. to match existing in areas disturbed by the work in this scope. This restoration shall be done in accordance with project documents, DelDOT, and ADA requirements. Care shall be taken to minimize the area disturbed.
17. Base bid shall include all standard dewatering measures, utilizing trenches, crocks, stone and portable pumping measures. This contractor provides these measures as required to perform their work. Well pointing if necessary, will be handled as a negotiated cost by the Owner.

18. Placement and maintenance of sediment control systems including but not limited to inlet protection on all nearby stormwater inlets in the active roadway. Furnish, install, maintain and remove sediment control system including sediment control plan. Maintain sediment control until substantial completion as established by DNREC.
19. Provide temporary shoring as required to complete utility work in accordance with all OSHA standards.
20. This Subcontractor shall clean streets and sidewalks daily. This Subcontractor shall collect and remove from the site daily all rubbish and other debris resulting from its operations.
21. Include all costs for temporary barricades, arrows, pedestrian protection, flagmen, etc. as required to complete the work.
22. Clearing, grubbing and removal of trees, roots and stumps.
23. Topsoil stripping and stockpiling on site.
24. Rough grading for area defined on site drawings for building, lawn areas, bituminous roads, parking and walkways. Preparation of subgrade for building slabs, walks and pavements.
25. Subcontractor will be responsible for laying out all concrete work as shown on the drawings.
26. Furnish, install and remove temporary orange construction fencing as required by Construction Manager (including 6,000 linear feet in base bid). Manage until substantially completed.
27. Furnish, install, maintain and remove temporary site fencing, temporary walks as shown on the site plan.
28. Proof rolling of limit of excavation.
29. Remove and replace existing fencing for work as indicated on drawings. Replace posts, foundations , and any damaged fencing per notes on drawings.
30. Provide playing field construction where impacted by scope performed by this subcontractor including grading, preparation of subbase, planting mix, seeding and line striping.
31. Temporary water and/or power will be the responsibility of the individual Contractors. The Construction Manager will not provide this service.
32. Provide specified warranties, general 2-year and all extended warranties.
33. 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.

34. Provide As-Built Drawings both in electronic format and a hard copy.
35. See Attachment "A" – Bid Matrix for clarification of base bid and bid alternates summary. (3 Pages)
36. Include a \$40,000 allowance allocation for use as directed by the construction manager, remaining funds to be returned to owner a project completion
37. Include a \$20,000 allocation for additional piping, restoration, and additional test pits (above base scope).
38. Include a \$15,000 allowance for Erosion and Sediment Control requirements required but not shown.
39. Provide an Allowance of \$12,000 for temporary striping for use a construction managers discretion, all unused balances to be returned to the owner at completion of project.
40. Provide an Allowance of \$40,000 for maintenance of traffic control and direction, all unused balances to be returned to the owner at completion of project.
- 41. Assume all excess soils, remaining excavations, and demolition items to be removed from site and properly disposed of. Owner will have option of selecting items they wish to remain on site such as, but not limited to: ADDENDUM #1.**
 - a. Riprap materials.**
 - b. Top Soil.**
- 42. Items not indicated to be removed cannot be removed, trimmed, or damaged. Owner approval must be requested and approved prior to any trimming or removal of items not specifically identified on construction documents to be trimmed or removed. ADDENDUM #1.**
- 43. Protect Trees and vegetation as indicated on drawings. ADDENDUM #1.**
- 44. Demolition of existing structures on drawings as indicated. ADDENDUM #1.**
- 45. Remove existing wooden posts and reinstall as indicated on documents, record and document locations prior to removal. ADDENDUM #1.**
- 46. Provide and install dewatering bag at existing concrete spillway as indicated on drawings. ADDENDUM #1.**
- 47. Removal of existing ripraps per construction documents. ADDENDUM #1.**

- 48. This contractor shall temporarily remove existing fencing for sufficient working access to the work within the stadium in two locations to be determined with the awarded contractor. Replace posts, foundations, and any damaged fencing in accordance with details on drawings. ADDENDUM #1.**

END OF SECTION

CONTRACT NO. B-02 – SYNTHETIC TRACK SURFACING

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 32 1823.39	Synthetic Running Track Surfacing
Section 32 1823.40	Synthetic Running Track Resurfacing

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

1. Survey and document all competition lines on Synthetic Track surfaces.
2. This contractor shall provide the following as it relates to the sports track which will be affected by the storm drainage work:
 - a. Cut the sports track in a manner that allows a proper full depth patch.
 - b. Provide a full depth track resurfacing as indicated in specification 321823.39. **Provide within the base bid, additional full depth track resurfacing at area of poor adhesion, approximately 30 feet wide by 30 feet long. ADDENDUM #1.**
 - c. Provide a overlay of the entire sports track and adjacent areas using the specified re-surface material .
 - d. Re-stripe the track and adjacent areas.

END OF SECTION

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C102

ADDENDUM #2				January 14, 2026	
PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-5A	22'	12"	PVC	Flush, Clean, Camera, and Dispose of Debris	None
P-6	55'	24"	HDPE	Flush, Clean, Camera, and Dispose of Debris	Alternate #1 - Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt, concrete and soils to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair stabilize landscape as needed.
P-6	14'	24"	CMP	Flush, Clean, Camera, and Dispose of Debris	None
P-7	150'	24"	HDPE	Flush, Clean, Camera, and Dispose of Debris	Alternate #2 - Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt, concrete, soils, and fencing as required to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair and stabilize landscape as needed, and replace fencing per construction documents.
P-8	120'	27"	HDPE	Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt, concrete, soils, and fencing as required to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair landscape as needed, and replace fencing per construction documents.	None
P-52	220'	24"	HDPE	Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair and stabilize landscape as needed.	None
P-53	165'	24"	HDPE	Flush, Clean, Camera, and Dispose of Debris	Alternate #3 - Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt, concrete, and soils to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair and stabilize landscape as needed.
P-54	24'	36"	HDPE	Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt, concrete, fencing and soils to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair and stabilize landscape as needed, replace and repair fence as required per construction documents.	None
P-55	111'	24"	HDPE	Flush, Clean, Camera, and Dispose of Debris	Alternate #4 - Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair and stabilize landscape as needed.
P-56	204'	18"	HDPE	Flush, Clean, Camera, and Dispose of Debris	Alternate #5 - Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt, concrete, and soils to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair and stabilize landscape as needed.

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C103

ADDENDUM #2	January 14, 2026
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PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-4	155'	24"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-5	154'	24"	HDPE	Flush, Clean, Camera, and Dispose of Debris	None
P-6	191'	24"	CMP	Flush, Clean, Camera, and Dispose of Debris	None
P-11	98'	24"	HDPE	Flush, Clean, Camera, and Dispose of Debris - And Note 1.	None
P-12	145'	24"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-13	64'	24"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-14	64'	24"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-18	164'	18"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-19	64'	18"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-20	65'	18"	HDPE	Flush, Clean, Camera, and Dispose of Debris	None
P-20	65'	24"	HDPE	Remove concrete and soils to access piping. Install new pipe at same invert as existing pipe to be connected to existing catch basin with water tight connection. Replace soils as required, replace concrete, repair and stabilize landscape as needed.	None

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C104

ADDENDUM #2	January 14, 2026
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PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-3	56'	12"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-21	30'	12"	HDPE	Flush, Clean, Camera, and Dispose of Debris	None
P-21	16'	12"	HDPE	Protect curb and sidewalk from damage for access to perform work. Remove soils to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair and stabilize landscape as needed.	None
P-22	134'	12"	HDPE	Flush, Clean, Camera, and Dispose of Debris	None
P-23	29'	12"	HDPE	Flush, Clean, Camera, and Dispose of Debris - And Note 1.	None
P-27	25'	15"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-28	30'	15"	RCP	Flush, Clean, Camera, and Dispose of Debris	None

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C105

ADDENDUM #2	January 14, 2026
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PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-31	7'	24"	HDPE	Flush, Clean, Camera, and Dispose of Debris	None
P-32	160'	HDPE	24"	Flush, Clean, Camera, and Dispose of Debris	None
P-32	50'	24"	HDPE	Remove concrete to nearest joint minimum 3' from outside edge of pipe on both sides, remove asphalt, concrete, and soils to access piping. Replace soils as required, replace concrete, asphalt (w/ striping), repair and stabilize landscape as needed.	None
P-53	207'	24"	CMP	Flush, Clean, Camera, and Dispose of Debris	None
P-56	183'	18"	HDPE	SEE SHEET 102	SEE SHEET 102

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C106

ADDENDUM #2

January 14, 2026

PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-33	8'	15"	RCP	Flush, Clean, Camera, and Dispose of Debris	Alternate #6 -Remove concrete and soils to access piping. Replace soils as required, replace concrete as needed, repair and stabilize landscape as needed.
P-48	66'	15"	RCP	Flush, Clean, Camera, and Dispose of Debris	None
P-49	74'	15"	RCP	Flush, Clean, Camera, and Dispose of Debris	None

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C107

PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-27	26'	15"	RCP	Flush, Clean, Camera, and Dispose of Debris	None

RE-ISSUED WITH ADDENDUM #2 FOR REFERENCE ONLY
NO CHANGES.

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C108

PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-66	66'	15"	RCP	Flush, Clean, Camera, and Dispose of Debris	None

**RE-ISSUED WITH ADDENDUM #2 FOR REFERENCE ONLY
NO CHANGES.**

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C109

PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-57	195'	15"	HDPE	Flush, Clean, Camera, and Dispose of Debris	None
P-58	170'	15"	HDPE	Remove soils and replace piping per construction documents at same invert as existing with water tight connection. Replace soils as required, repair and stabilize landscape as needed.	None
P-59	167'	15"	HDPE	Remove soils and replace piping per construction documents at same invert as existing with water tight connection. Replace soils as required, repair and stabilize landscape as needed.	None
P-61	197'	12"	HDPE	Remove soils and replace piping per construction documents at same invert as existing with water tight connection. Replace soils as required, repair and stabilize landscape as needed.	None
P-62	115'	12"	HDPE	Remove soils and replace piping per construction documents at same invert as existing with water tight connection. Replace soils as required, repair and stabilize landscape as needed.	None
P-63	103'	15"	HDPE	Flush, Clean, Camera, and Dispose of Debris	None

**RE-ISSUED WITH ADDENDUM #2 FOR REFERENCE ONLY
NO CHANGES.**

ATTACHEMENT "A"
BIDDING MATRIX FOR SHEET C110

ADDENDUM #2	January 14, 2026
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PIPE ID	LENGTH	SIZE	TYPE	BASE BID	ALTERNATE
P-58	170'	15"	HDPE	Remove soils and replace piping per construction documents at same invert as existing with water tight connection. Replace soils as required, repair and stabilize landscape as needed.	None
P-59	167'	15"	HDPE	Remove soils and replace piping per construction documents at same invert as existing with water tight connection. Replace soils as required, repair and stabilize landscape as needed.	None

334100.01 - SPRAYED APPLIED CEMENTITIOUS MORTAR FOR PIPE

Description:

This work consists of installing a sprayed applied cementitious mortar liner to a concrete or corrugated metal pipe.

Quality assurance:

- A. The manufacturer shall have been in the business of manufacturing high performance cement-based repair mortars for over 15 years, maintain a strict quality assurance program in accordance with ISO 9001 :2008, offer technical services and provide a representative at the project site for product training, prior to product installation.
- B. The Contractor shall submit to the engineer, at least three job references where the Contractor has successfully completed similar applications.

Delivery, storage and handling:

- A. All materials shall be delivered to the jobsite in their original, unopened packages, clearly labeled with the manufacturer's identification, printed instructions and batch code for shelf life and traceability.
- B. Store and condition the specified product as per the appropriate product data sheet.
- C. For handling instructions, refer to the Material Safety Data Sheet.

Materials:

- A. The pipe lining I rehabilitation material shall be a centrifugally spray-applied, pre- packaged cement-based mortar containing a corrosion inhibitor requiring only the addition of potable water. The material shall not contain any chlorides or lime other than amounts contained within the hydraulic cement composition. The manufacturer shall be ISO 9001:2008 certified and have at least 15 years of experience in the manufacture of cementitious repair materials. The manufacturer shall offer technical services and provide a representative at the project site for product training prior to product installation upon advance notice.
- B. The pipe lining rehabilitation material shall meet all the following typical performance criteria when cured at 70 degrees F:
 - 1. Compressive Strength, ASTM C 109
 - 1 Day 3,000 psi
 - 7 Days 6,000 psi
 - 28 Days 8,000 psi

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- | | | |
|----|---|------------|
| 2. | Bond Strength, ASTM C 882 | |
| | 7 Days | 2,000 psi |
| 3. | Length Change, ASTM C 157 | |
| | 28 Days Wet | +0.05% |
| | 28 Days Dry | -0.15% |
| 4. | Chloride Ion Permeability, ASTM C 1202 | |
| | 28 Days | Very Low |
| 5. | Freeze / Thaw Resistance, ASTM C 666A90% RDM @ 300 cycles | |
| 6. | Working Time | 30 minutes |

The data shown above reflect typical results based on laboratory testing under controlled conditions. Reasonable variations from the data shown above may result in the field. Test methods are modified where applicable.

- C. Subject to meeting the performance criteria stated above, other products may be formally submitted to the engineer for approval up to three days prior to the bid date. All requests for approval shall contain certified test data verifying conformance with this specification. Three references of successfully completed projects of similar nature and scope of the work detailed in this specification shall be provided. The testing laboratory shall certify to any modifications made to the tests performed and provide details of modifications.

Constructions Methods:

- A. Completely remove or mitigate all obstructions that may hinder proper installation of product prior to commencing work.
- B. Ensure all active water flow is diverted or stopped prior to commencing work.
- C. Completely remove all loose, delaminated and weak materials including dirt and debris from work area. Prepare pipe surfaces using high pressure water blasting to thoroughly remove all contaminants and bond-inhibiting materials. Severely corroded pipe sections may need replacement. Metal surfaces may be blasted to a near-white finish; concrete surfaces should be mechanically prepared to an ICRI Concrete Surface Profile (CSP) of 6 or greater. Metal surfaces may require treating with a corrosion inhibitor after surface prep if they will not be repaired immediately.
- D. The sections to be repaired should be free of standing water; concrete pipe should be presoaked for 6-8hours prior to material installation.
- E. All cracks in pipes identified shall be brought to the attention of the engineer and a determination made of whether the cracks are subject to movement and may compromise the installation. The

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- cracks shall be repaired or mitigated as directed prior to application of the pipe lining rehabilitation material.
 - F. All existing joints in pipe shall be maintained.
 - G. All surfaces must be blown clean from surface preparation debris and residue prior to commencing work.
 - H. Due to the potential corrosion reactivity between cementitious materials and aluminum, all aluminum pipe should be coated with a coal tar type coating (or similar material) prior to application of pipe repair mortar.

ENVIRONMENTAL CONDITIONS

- A. Condition and maintain all materials and surfaces that contact pipe lining rehabilitation material to between 50 degrees F and 90 degrees F, but optimally between 60 degrees F and 75 degrees F whenever possible.

EQUIPMENT AND MATERIALS

- A. All necessary tools, equipment and materials shall be in good condition and as close as possible to area being repaired.
- B. Appropriate clothing and safety equipment shall be worn to avoid breathing dust and prevent eye and skin contact with both dry and mixed repair materials.
- C. An ample source of potable water shall be available for preconditioning, mixing, cleaning and curing.

MIXING

Mortar Mixer (Stationary Barrel with Moving Paddles)

- A. Provide an adequate number of mortar mixers in good operating condition for uninterrupted placement. Do not exceed one-half the maximum capacity of the mortar mixer.
- B. Pre-wet mortar mixer, empty excess water.
- C. Start by adding the minimum amount of premeasured potable water to mixer. While mixing, slowly add pipe lining rehabilitation material and mix to a uniform consistency.
- D. Mix thoroughly for approximately 3 to 4 minutes. To achieve desired consistency, add remaining water if necessary. Do not exceed maximum water content as stated on product packaging or an amount that will cause segregation.
- E. Do not mix more material than can be placed within the working time of the repair material. Do not retemper the mix by adding additional water.
- F. A trial mix should be considered to optimize water content and application ability.

APPLICATION

- A. Position spray cast equipment within pipe center and begin pumping material to nozzle. Commence application of material around pipe. As material is cast around pipe, move applicator head accordingly so as to provide the necessary thickness and uniformity specified.
- B. Movement of the applicator head may be adjusted at any time to ensure proper coverage, thickness and uniformity.
- C. Coverage thicknesses may be verified at any point during installation to ensure movement rate of applicator head is correct.
- D. Placement shall be a continuous to minimize or prevent cold joints except over existing joints.

CURING

- A. Wet cure for 24-48 hours after placement or apply curing compound meeting the requirements of ASTM C 309 immediately after placement.
- B. Repair material shall be protected from freezing, hydrostatic pressure and vibration as recommended by the manufacturer.

EXTREME WEATHER CONDITIONS

Cold Weather Repairs

[Low temperatures delay the set, increase working time and delay the strength development of cement-based products. The procedures below will compensate for these conditions.]

- A. All surfaces shall be preconditioned and maintained between 50 degrees F and 90 degrees F and materials conditioned to between 50 degrees F and 80 degrees F. Higher substrate and material mix temperatures will result in faster strength development. Due to the mass of palletized material and bulk packaging, up to 72 hours of conditioning may be required. Presoak area with hot water where applicable.
- B. Heating the repair area may be accomplished by indirect exposure. Heated enclosures must be windproof and weatherproof. Combustion heaters must be vented and shall not be permitted to heat and dry the concrete locally. Caution: Exhaust gases may contaminate or cause carbonation within the enclosed environment. Ensure repair material does not dry out during heating.
- C. Maintain temperature above 50 degrees F minimum until material reaches 1000 psi or the minimum required strength. [Specify minimum required strength.]
- D. Gradually allow temperature of material to cool to ambient temperature to avoid thermal shock.

EXTREME WEATHER CONDITIONS

Hot Weather Repairs

[High temperatures accelerate the set, decrease working time, and accelerate the strength gain of cement-based products. The procedures below will compensate for these conditions.]

- A. Materials shall be conditioned as necessary so that the mixed material is between 50 degrees F and 90 degrees F. Due to the mass of palletized material and bulk packaging, up to 72 hours of conditioning may be required.
- B. All surfaces in contact with material must be preconditioned and maintained below 90 degrees F.
- C. Cooling of surfaces, materials and equipment can be accomplished by using iced water for mixing and presoaking concrete. Do not put ice directly into repair material. Shade area from direct sunlight or pour material when temperatures are decreasing.
- D. Wind breaks shall be provided when necessary to prevent rapid evaporation.
- E. Repair material shall remain protected and curing shall be dependent on specified product. Cure repair material in accordance with manufacturer's recommendations. [Specify appropriate curing method.]

END OF SECTION

01/09/26

SECTION 001116 - ADVERTISEMENT FOR BID

Receipt of Bids

Public notice is hereby given that sealed bids for the following prime contracts will be received for the construction of Polytech **Storm Water Maintenance/Improvements** located in Woodside, Delaware. Bids will be received at the District Office of the Polytech School District – **Board Room**, 823 Walnut Shade Road, Woodside, DE 19980 until **10:00AM local time on January 14, 2026 January 21 January 22, 2026**, at which time they will be publicly opened and read aloud. *Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.* The time and location of the bid opening may be extended with a minimum of two calendar day notice to the Bidders.

Contract: No. B-01 – Sitework Stormwater

Contract: No. B-02 – Synthetic Track Surfacing

Bidding Documents

1. It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications, and addendums.
2. Non-biddable documents, for review only, may be examined on the State of Delaware Online Bid Solicitation Directory, <http://bids.delaware.gov>, or at the office of the Construction Manager, EDIS Company, 110 S. Poplar Street, Suite 400, Wilmington, Delaware 19801; on or after December 16, 2025.
3. Bid documents will be available on the EDiS FTP site. In order to obtain access to biddable documents on the EDiS FTP site, bidders must download and complete the Plans Request form from <http://bids.delaware.gov>, and submit to: planrequests@delaware.gov for approval. Once the plans request is approved and you want to receive the biddable plans submit your request for access to the FTP site via email to **Crystal Watson, cwatson@ediscompany.com**. Your request should include the following information: your company name, contact name, contracts you are bidding, email address, and phone number.

Bid Security

A bid security in the amount of 10% of the bid, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: Polytech School District.

Pre-Bid Meeting

A pre-bid meeting will be held at the Board Room of **Polytech School District**, 823 Walnut Shade Rd, Woodside, DE 19980, on December 19, 2025 at 10:00AM local time. A site visit will be conducted immediately following the pre-bid meeting. A second site visit will be conducted on December 30, 2025 at 10:00AM. These site visits will be the only opportunities for the bidders to visit the existing building and review existing conditions affecting the work. Attendance is highly suggested but not mandatory.

Questions

Please contact EDiS Company, Roger Tighe, at rtighe@ediscompany.com or 302-421-2897, with questions.

Conformance to the Delaware Architectural Accessibility Act and the standards of the Architectural Accessibility Board is required on the Project.

Prevailing Wage Rates

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

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" required that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The latest regulation can be downloaded from the following website:

<http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>

Drug Testing Requirements

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" required that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The latest regulation can be downloaded from the following website: <http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>

Craft Training for Public Works Procurement

In accordance with Delaware Code, Title 29, Chapter 69, Section 6962, requires: A public works contract must include a requirement that the contractor provide craft training for journeyman and apprentice levels if all of the following apply:

- A. The project requires prevailing wages and,
- B. The contractor or subcontractor employs 10 or more people and,
- C. It is not a federal highway project, except for the Route 301 project.

The craft training may be provided by any of the following:

- A. The contractor, or
- B. The subcontractor, or
- C. A program registered pursuant under Section 1101-4.0 of Title 19 of the Delaware Administrative Code.

Subsection 6902 defines “Craft Training” as “an apprenticeship program approved by and registered with any state apprenticeship agency or the United States Department of Labor. The Secretary of the Department of Labor shall maintain a list of crafts for which there are approved and registered training programs.”

DELAWARE'S CONTRACTOR REGISTRATION ACT IS EFFECTIVE JULY 1, 2021
<https://labor.delaware.gov/divisions/industrial-affairs/labor-law/contractor-registration-act/>

END OF SECTION



POLYTECH HIGH SCHOOL STORMWATER MAINTENANCE

CONSTRUCTION PLANS

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING THE CONSTRUCTION SITE FROM ACCESS BY THE PUBLIC DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR'S PROCEDURES AND METHODS FOR LIMITING PUBLIC ACCESS SHALL BE SUBMITTED TO AND APPROVED BY POLYTECH PRIOR TO THE START OF WORK.
2. AS A MINIMUM, THE CONTRACTOR SHALL CLOSE PUBLIC ACCESS TO THE CONSTRUCTION SITE BY PROVIDING CONSTRUCTION BARRICADES AT THE ENTRANCE TO THE CONSTRUCTION SITE.
3. ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REFURBISHED CONDITION AND SHALL BE IN COMPLIANCE WITH NCHRP 350.
4. THE CONTRACTOR SHALL CONDUCT THE WORK WITH CONSIDERATION GIVEN TO THE EXISTING CONDITIONS AND FEATURES AT THE SITE. THE CONTRACTOR SHALL PROTECT ALL FEATURES NOT DEEMED TO BE REMOVED. FEATURES NOT SPECIFICALLY DESIGNATED FOR DEMOLITION OR REMOVAL THAT ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO DNREC.
5. THE CONTRACTOR SHALL PROVIDE ITS OWN FACILITIES AS NECESSARY DURING CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION TRAILER, STORAGE FACILITIES, AND RESTROOMS.
6. THE CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION MEETING WITH THE OWNER, ENGINEER AND ANY OTHER ATTENDEES REQUESTED BY THE OWNER A MINIMUM OF 1 WEEK IN ADVANCE OF MOBILIZATION TO THE SITE.
7. THE CONTRACTOR SHALL CONTACT THE OWNER AND THE ENGINEER AT LEAST 48 HOURS PRIOR TO ALL MEETINGS, INCLUDING PRE-CONSTRUCTION MEETINGS, AS REQUIRED IN THE CONSTRUCTION SPECIFICATIONS.
8. THE CONTRACTOR SHALL NOTE THAT IN CASE OF DISCREPANCY BETWEEN THE SCALED AND THE FIGURED DIMENSIONS SHOWN ON THE PLANS, THE FIGURED DIMENSIONS SHALL GOVERN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ALL DIMENSIONS NECESSARY FOR THE WORK.
9. IN CASE OF CONFLICT BETWEEN THE "MANUFACTURER'S RECOMMENDATIONS" FOR AN APPROVED MATERIAL AND THE GOVERNING "CONTRACT SPECIFICATIONS" FOR THE MATERIAL, THE MORE RESTRICTIVE OF THE TWO SHALL PREVAIL UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
10. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL REGULATIONS, INCLUDING THE FEDERAL DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ACT.
11. THESE DRAWINGS DO NOT INCLUDE NECESSARY ELEMENTS OF CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL SITE SAFETY, ALL CONSTRUCTION, INCLUDING EXCAVATION, BACKFILLING, DEMOLITION, AND INSTALLATION, MUST BE COMPLETED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT, CFR 81926.652(a)(2), AND ALL FEDERAL, STATE AND LOCAL REQUIREMENTS. THE CONTRACTOR SHALL DESIGNATE A PERSON WHO SHALL BE RESPONSIBLE FOR CONSTRUCTION SITE AND WORKER SAFETY.
12. THE TERM "ENGINEER," NOTED THROUGHOUT THE CONTRACT PLANS AND SPECIFICATIONS SHALL REFER TO CENTURY ENGINEERING OR THEIR APPOINTED REPRESENTATIVE.
13. THE CONTRACTOR SHALL PROVIDE THE OWNER A MINIMUM TWO WORKING DAY ADVANCE NOTICE OF ANY PROPOSED UTILITY DISRUPTION OR OUTAGE FOR APPROVAL.
14. THE CONTRACTOR SHALL MAINTAIN A CLEAN SET OF NEATLY DRAWN "AS-BUILT" DRAWINGS LABELED IN RED INK THAT ACCURATELY ILLUSTRATE ALL FIELD CHANGES. FINAL "AS-BUILT" DRAWINGS SHALL BE DATED AND SIGNED BY THE CONTRACTOR AND SUBMITTED TO THE OWNER AT THE END OF THE PROJECT FOR RECORDATION.
15. PORTIONS OF THE WORK ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (STANDARD SPECIFICATIONS) INCLUDING ALL REVISIONS UP TO ADVERTISEMENT OF THIS PROJECT, UNLESS NOTED OTHERWISE IN THESE PLANS OR THE SPECIFICATIONS. SITE ELEMENTS WITHIN THIS PLAN FOLLOW DELAWARE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. SIX (6) DIGIT ITEM NUMBER PROVIDED REFERS TO SPECIFICATION SECTION.
16. ALL PIPE REPLACEMENT WORK SHALL BE STARTED AND COMPLETED DURING PERIODS OF TIME WITH NO RAIN IN THE FORECAST. THE CONTRACTOR SHALL ONLY REMOVE AND REPLACE PIPE SECTIONS THAT CAN BE COMPLETED IN THE SAME DAY. ALL PIPES SHALL BE FUNCTIONING AT THE END OF EACH DAY TO CONVEY DOWNSTREAM RUNOFF.
17. IF DOWATERING IS REQUIRED, CONTRACTOR SHALL SUBMIT A DOWATERING PLAN SHOWING HOW RUNOFF WILL BE COLLECTED UPSTREAM AND BYPASSED DOWNSTREAM. DOWATERING PLAN IS REQUIRED TO BE SUBMITTED TO DNREC FOR APPROVAL PRIOR TO IMPLEMENTATION.

[illegible]

POLYTECH HIGH SCHOOL
STORMWATER MANAGEMENT POND RETROFIT

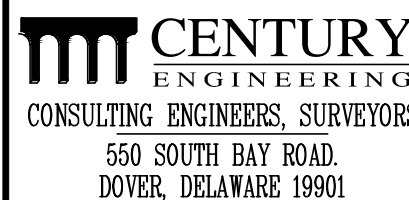
COVER SHEET

SEAL:

ALAN K. MARTINEY
LICENSE
NO. 7535
DELAWARE
PROFESSIONAL ENGINEER

Alan K. Martiney

CIVIL ENGINEER



CEI CONTRACT NO.: 25003885.001

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

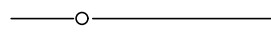
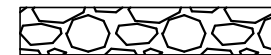
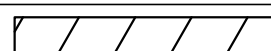
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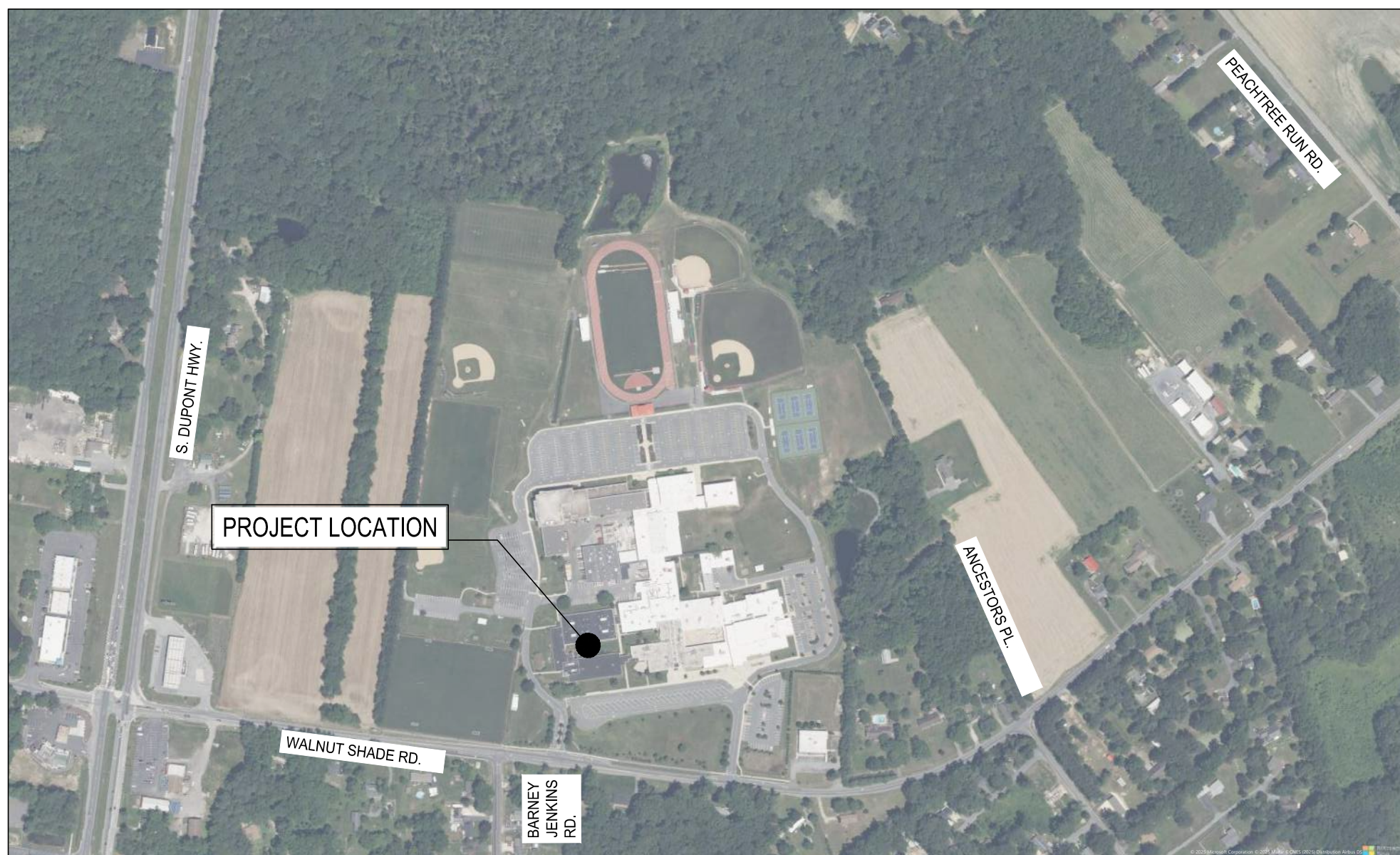
DATE:
JANUARY 2026

SCALE:
AS SHOWN

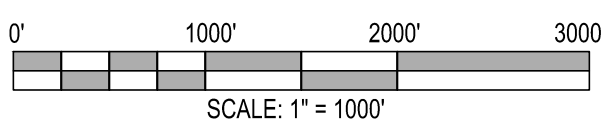
SHEET NO.:

CONTRACT NO.:

STORMWATER MANAGEMENT LEGEND		
SURFACE FEATURE DESCRIPTION	EXISTING	PROPOSED
LIMIT OF DISTURBANCE	N/A	—— LOD ——
WATER – FIRE HYDRANT		N/A
CHAIN LINK FENCE		
DITCH OR STREAM CENTERLINE		N/A
DRAINAGE PIPE AND FLOW ARROW		
FLARED END SECTION		
RIPRAP – AREA FEATURE		
DRAINAGE INLET		
DRAINAGE MANHOLE		
FULL DEPTH PAVEMENT	N/A	
MILL & OVERLAY (BASE BID)	N/A	
MILL & OVERLAY (BID ALTERNATE)	N/A	
PIPE TO BE FLUSHED	N/A	
WOODS LINE BOUNDARY		
SILT FENCE	N/A	—— SF ——
STOCKPILE	N/A	—— SP ——
COMPOST FILTER LOG	N/A	—— CFL ——
INLET PROTECTION TYPE 1	N/A	
INLET PROTECTION TYPE 2	N/A	



SITE MAP



SEQUENCE OF CONSTRUCTION

1. NOTIFY DNREC IN WRITING AT LEAST FIVE (5) DAYS PRIOR TO THE START OF CONSTRUCTION. FAILURE TO DO SO CONSTITUTES A VIOLATION OF THE APPROVED SEDIMENT AND STORMWATER MANAGEMENT PLAN.
2. PRIOR TO ANY CLEARING, INSTALLATION OF SEDIMENT CONTROL MEASURES OR GRADING, A PRE-CONSTRUCTION MEETING MUST BE SCHEDULED AND CONDUCTED WITH THE AGENCY CONSTRUCTION SITE REVIEWER. THE LANDOWNER/DEVELOPER, AND CONTRACTOR ARE REQUIRED TO BE IN ATTENDANCE AT THE PRE-CONSTRUCTION MEETING; THE DESIGNER IS RECOMMENDED TO ATTEND.
3. THE CONTRACTOR SHALL AT ALL TIMES PROTECT AGAINST SEDIMENT OR DEBRIS LADEN RUNOFF OR WIND FROM LEAVING THE SITE. PERIMETER CONTROLS SHOULD BE CHECKED DAILY AND ADJUSTED AND/OR REPAIRED TO FULLY CONTAIN AND CONTROL SEDIMENTATION ON THE SITE. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT HAS REACHED HALF OF THE EFFECTIVE CAPACITY OF THE CONTROL. IN ADDITION, THE CONTRACTOR MAY NEED TO ADJUST OR REPAIR MEASURES IN TIMES OF ADVERSE WEATHER CONDITIONS, OR AS DIRECTED BY THE AGENCY CONSTRUCTION SITE REVIEWER.
4. CLEAR AND GRUB AS REQUIRED TO INSTALL SILT FENCE, INLET PROTECTIONS, AND STAGING/STOCKPILING AREAS.
5. PERFORM ALL SITE WORK AND PERMANENTLY STABILIZE DISTURBED AREAS AS COMPLETED.
6. PERFORM FINAL PAVEMENT OF ALL AREAS.
7. EROSION AND SEDIMENT CONTROL DEVICES SHOULD BE REMOVED ONLY AFTER WORK IN AN AREA HAS BEEN COMPLETED AND STABILIZED, WITH WRITTEN APPROVAL FROM THE AGENCY CONSTRUCTION SITE REVIEWER.
8. REMOVE ALL EROSION AND SEDIMENT CONTROLS WITH WRITTEN APPROVAL FROM THE DNREC.

SHEET NO.: TITLE

CONSTRUCTION PLANS	
C100	COVER SHEET
C101	INDEX SHEET
C102	SITE PLAN
C103	SITE PLAN
C104	SITE PLAN
C105	SITE PLAN
C106	SITE PLAN
C107	SITE PLAN
C108	SITE PLAN
C109	SITE PLAN
C110	SITE PLAN
C111	CONSTRUCTION DETAILS
C112	EROSION & SEDIMENT CONTROL DETAILS
C113	EROSION & SEDIMENT CONTROL DETAILS
C114	EROSION & SEDIMENT CONTROL DETAILS

LICENSED PROFESSIONAL CERTIFICATION

I, ALAN K. MARTENEY, HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIES WITH THE APPLICABLE STATE AND LOCAL REGULATIONS AND ORDINANCES.

Alan K. Marteney

ALAN K. MARTENEY, P.E. DE NO. 7535
SENIOR VICE PRESIDENT
CENTURY ENGINEERING, LLC
A KLEINFELDER COMPANY
550 BAY ROAD
DOVER, DELAWARE 19901
(302) 734-9188
AMARTENEY@KLEINFELDER.COM

1/9/2016
DATE



OWNER CERTIFICATION

I, NICK JOHNSON, REPRESENTING POLYTECH HIGHSCHOOL, HEREBY CERTIFY THAT ALL LAND CLEARING, CONSTRUCTION AND DEVELOPMENT SHALL BE DONE PURSUANT TO THE APPROVED PLAN AND THAT RESPONSIBLE PERSONNEL (I.E., BLUE CARD HOLDER) INVOLVED IN THE LAND DISTURBANCE WILL HAVE A CERTIFICATION OF TRAINING PRIOR TO INITIATION OF THE PROJECT, AT A DNREC SPONSORED OR APPROVED TRAINING COURSE FOR THE CONTROL OF EROSION AND SEDIMENT DURING CONSTRUCTION. IN ADDITION, I GRANT THE DNREC SEDIMENT AND STORMWATER PROGRAM AND/OR THE RELEVANT DELEGATED AGENCY THE RIGHT TO CONDUCT ONSITE REVIEWS, AND I UNDERSTAND MY RESPONSIBILITIES UNDER THE NPDES CONSTRUCTION GENERAL PERMIT, AS REFERENCED ON THIS COVERSHEET.

NICHOLAS JOHNSON POLYTECH HIGHSCHOOL 823 WALNUT SHADE ROAD WOODSIDE, DE 19980 (302) 697-3255 Nicholas.johnson@polytech.k12.de.us	DATE
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SITE NOTES :

1. THE DNR, SEDIMENT AND STORMWATER PROGRAM (OR DELEGATED AGENCY) SHALL BE NOTIFIED IN WRITING 5 DAYS PRIOR TO COMMENCING WITH CONSTRUCTION FAILURE TO DO SO CONSTITUTES A VIOLATION OF THE APPROVED SEDIMENT AND STORMWATER MANAGEMENT PLAN.
2. REVIEW AND/OR APPROVAL OF THE SEDIMENT AND STORMWATER MANAGEMENT PLAN SHALL NOT RELIEVE THE CONTRACTOR FROM HIS OR HER RESPONSIBILITIES FOR COMPLIANCE WITH THE REQUIREMENTS OF THE DELAWARE SEDIMENT AND STORMWATER REGULATIONS, NOR SHALL IT RELIEVE THE CONTRACTOR FROM ERRORS OR OMISSIONS IN THE APPROVED PLAN.
3. IF THE APPROVED PLAN NEEDS TO BE MODIFIED, ADDITIONAL SEDIMENT AND STORMWATER CONTROL MEASURES MAY BE REQUIRED AS DEEMED NECESSARY BY DNR OR THE DELEGATED AGENCY.
4. FOLLOWING SOIL DISTURBANCE OR REDISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED FOR ALL PERMETER SEDIMENT CONTROLS, STOCK PILES, AND ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE WITHIN 14 CALENDAR DAYS UNLESS MORE RESTRICTIVE FEDERAL, STATE OR LOCAL RULES APPLY.
5. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL COMPLY WITH THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.
6. AT ANY TIME A DOWNGRADE OPERATION IS USED, IT SHALL BE PREVIOUSLY APPROVED BY THE AGENCY CONSTRUCTION SITE REVIEWER FOR A NON-EROSIVE POINT OF DISCHARGE, AND A DOWNGRADE PERMIT SHOULD BE APPROVED BY THE DNR/EC WELL PERMITTING BRANCH.
7. APPROVAL OF A SEDIMENT AND STORMWATER MANAGEMENT PLAN DOES NOT GRANT OR IMPLY A RIGHT TO DISCHARGE STORMWATER RUNOFF. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ANY AND ALL AGREEMENTS, EASEMENTS, ETC., NECESSARY TO COMPLY WITH STATE DRAINAGE AND OTHER APPLICABLE LAWS.
8. THE CONTRACTOR SHALL AT ALL TIMES PROTECT AGAINST SEDIMENT OR DEBRIS LOSEN RUNOFF OR WIND FROM LEAVING THE SITE. PERMETER CONTROLS SHALL BE INSTALLED, ADJUSTED OR REVERSED TO FULLY CONTAIN AND CONTROL SEDIMENT FROM LEAVING THE SITE. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT HAS REACHED HALF OF THE EFFECTIVE CAPACITY OF THE CONTROL. IN ADDITION, THE CONTRACTOR MAY NEED TO ADJUST OR ALTER MEASURES IN TIME OF ADVERSE WEATHER CONDITIONS, OR AS DIRECTED BY THE AGENCY CONSTRUCTION SITE REVIEWER.
9. BEST AVAILABLE TECHNOLOGY (BAT) SHALL BE EMPLOYED TO MANAGE TURBID DISCHARGES IN ACCORDANCE WITH REQUIREMENTS OF 7. DEL. C. 46, REGULATIONS GOVERNING THE CONTROL OF WATER POLLUTION, SECTION 9.1.02, KNOWN AS SPECIAL CONDITIONS FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES, AND DNR/EC POLICY, GUIDANCE AND ORDINANCES.
10. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE FIELD. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY OWNERS INVOLVED TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. ALL COSTS OF UTILITY LOCATING SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
11. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A LOCATION REQUEST TO MISS UTILITY OF DELAWARE (EASTERN SHORE MARYLAND AND DELAWARE). NO EXCAVATION WORK SHALL BEGIN UNTIL ALL UTILITIES AS IDENTIFIED THROUGH THE MISS UTILITY LOCATION REQUEST HAVE EITHER BEEN CLEARED OR MARKED IN THE FIELD. TO LOCATE PRIVATELY OWNED UTILITIES THE CONTRACTOR SHALL CONTACT AND ARRANGE WITH THE UTILITY OWNER TO MARK THE PRIVATE UTILITIES IN THE FIELD. IF THE PRIVATE UTILITY OWNER DOES NOT MARK THEIR UTILITIES IN THE FIELD, THE CONTRACTOR SHALL PROCEED WITH CAUTION AND AT THE CONTRACTOR'S EXPENSE.
12. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48-HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE TO THE MAXIMUM EXTENT POSSIBLE. ALL EXISTING UTILITIES SHALL BE PROTECTED AND TEMPORARILY SUPPORTED OR RELOCATED AS NECESSARY TO COMPLETE THE WORK IN ACCORDANCE WITH THE PERTINENT UTILITY COMPANY OR UTILITY OWNER REQUIREMENTS. ANY DAMAGE DONE TO EXISTING UTILITIES DUE TO CONTRACTOR'S NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED TO THE SATISFACTION OF THE UTILITY OWNER AT THE CONTRACTOR'S EXPENSE.
13. THE CONTRACTOR SHALL DESIGNATE A PERSON WHO SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING THE EROSION AND SEDIMENT CONTROL MEASURES. THE PERSON RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CERTIFIED BY DNR/EC FOR EROSION AND SEDIMENT CONTROL RESPONSIBILITY (CERTIFIED CONSTRUCTION REVIEWER - BLUE CARD).
14. THE CONTRACTOR SHALL ONLY WORK WITHIN THE DESIGNATED LIMIT OF CONSTRUCTION (LOC). ALL RUTS AND DEPRESSIONS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE FILLED, TOPSOILED, SEEDED AND MULCHED TO MATCH THE ADJACENT AREA. IMPACTS TO WETLANDS OR WORK OUTSIDE OF THE LIMIT OF CONSTRUCTION SHALL BE PROHIBITED.
15. THE AREAS OF SITE WORK ARE GENERALLY SHOWN. HOWEVER, THE EXTENT OF RESTORATION IS NOT NECESSARILY LIMITED TO THESE AREAS. THE CONTRACTOR SHALL RESTORE ALL PAVING, SIDEWALKS, OR NON-PAVED AREAS AFFECTED BY THE CONSTRUCTION TO A CONDITION COMPARABLE TO THAT EXISTING PRIOR TO CONSTRUCTION, AND TO THE SATISFACTION OF DNR/EC.
16. THE CONTRACTOR SHALL REGRADE AND RESTORE ALL AREAS DISTURBED BY THE CONSTRUCTION AS NECESSARY TO PROVIDE A UNIFORM, GRADUAL TRANSITION TO EXISTING ADJACENT AREAS. THE CONTRACTOR SHALL MAINTAIN THE NATURAL APPEARANCE AND TO PROVIDE POSITIVE DRAINAGE AWAY FROM PAVED AREAS AND BUILDINGS. SUCH GRADING AND RESTORATION SHALL BE DONE TO THE SATISFACTION OF DNR/EC. THE COST FOR SITE RESTORATION SHALL BE INCIDENTAL TO THE CONTRACT.
17. EXISTING SOILS, CONSTRUCTION MATERIALS, DEBRIS, CONCRETE, MASONRY, CONDUIT, PIPE, ETC. REMOVED DURING CONSTRUCTION, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LEGALLY DISPOSED OF OFF SITE.
18. NO DEMOLISHED MATERIAL OR STORED MATERIALS SHALL BE SOLD ON SITE.
19. DEMOLITION SHALL INCLUDE THE REMOVAL, TRANSPORTATION, AND LEGAL DISPOSAL OF ALL MATERIALS AS INDICATED ON THE DRAWINGS, INCLUDING ALL RELATED DEBRIS, ETC.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL EXCESS MATERIAL OFF SITE AND/OR PROVIDING ADDITIONAL FILL MATERIAL AS REQUIRED. THIS PROJECT IS ANTICIPATED TO GENERATE EXCESS MATERIAL.
21. NO DEBRIS SHALL BE BURIED OR BURNED ON THE SITE UNLESS SPECIFICALLY NOTED ON THE DRAWINGS OR OTHERWISE SPECIFIED.
22. BLASTING SHALL NOT BE ALLOWED.
23. THERE ARE NO KNOWN HAZARDOUS MATERIALS WITHIN AREAS TO BE EXCAVATED ON THE SITE. IN THE EVENT THAT ANY HAZARDOUS MATERIALS MAY BE ENCOUNTERED WITHIN EXCAVATIONS, THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND CONTACT DNR/EC.
24. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING OFF-SITE SPOIL AREAS FOR LEGAL DISPOSAL OF EXCESS AND/OR UNSUITABLE EXCAVATED MATERIALS. THE CONTRACTOR SHALL OBTAIN AN ADEQUATE AND ALL APPLICABLE STATE AND LOCAL REQUIREMENTS. ALL COSTS FOR TRANSPORTING TO, PROCURING AND UTILIZING THE OFF-SITE SPOIL AREAS ARE INCIDENTAL TO THE CONTRACT.
25. THERE IS NO CONTRACTOR STOCKPILE OR STAGING AREAS WITHIN THE LIMITS OF CONSTRUCTION FOR THE PROJECT SITE. THE CONTRACTOR SHALL REMOVE ALL EXCAVATED MATERIALS FROM THE PROJECT SITE. IF THE CONTRACTOR INTENDS TO STAGE OR STORE MATERIALS OFF-SITE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY FOR OBTAINING ALL THE PROPER SEDIMENT AND STORMWATER APPROVALS AND/OR PERMITS THROUGH THE DESIGNATED DELEGATED AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE OFF-SITE MATERIAL STOCKPILE OR STAGING AREAS. ALL COSTS ASSOCIATED WITH OFF-SITE STOCKPILE OR STAGING AREAS SHALL BE INCIDENTAL TO THE WORK.
26. THE CONTRACTOR SHALL LOAD TEST ALL SUBGRADE SOIL AREAS PRIOR TO PLACEMENT OF NEW GRADED AGGREGATE BASE COURSE FOR ALL PAVED AREAS. ANY AREAS OF UNSUITABLE MATERIAL SHALL BE EXCAVATED TO THE DEPTH OF STABLE SOIL AND BACKFILLED WITH APPROVED MATERIAL. DELODIT ITEM NO. 290002 BORROW TYPE B, SHALL BE UTILIZED FOR BACKFILL OF ALL UNDERCUT LOCATIONS AS DIRECTED BY THE ENGINEER IN THE FIELD. THE CONTRACTOR SHALL COMPACT ALL MATERIALS TO MEET THE DELODIT STANDARD SPECIFICATIONS. SITE ELEMENTS WITHIN THIS PLAN FOLLOW DELAWARE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. SIX (6) DIGIT ITEM NUMBER PROVIDED REFERS TO SPECIFICATION SECTION.
27. THE LIMIT OF DISTURBANCE (LOD) IS 0.79 ACRES.

PROJECT SPECIFICATION HIERARCHY

ELEMENTS UNDER THIS CONTRACT SHALL BE CONSTRUCTED UTILIZING THE FOLLOWING INFORMATION IN THE HIERARCHY LISTED BELOW

1. CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR.
2. APPROVED PLANS.
3. STATE OF DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL EROSION AND SEDIMENT CONTROL HANDBOOK, FEBRUARY 2019 OR MOST CURRENT AT DATE OF ADVERTISEMENT.
4. DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DETAILS, 2020, OR MOST CURRENT AT ADVERTISEMENT.
5. DELAWARE DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS FOR BRIDGE AND ROAD CONSTRUCTION, 2020, OR MOST CURRENT AT DATE OF ADVERTISEMENT.

ADDENDUM NO. :

1. REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.
2. ENGINEER IN RESPONSIBLE CHARGE HAS BEEN UPDATED.



SITE NOTES

- EXISTING CATCH BASINS SHALL BE PROTECTED AND REUSED WHERE PIPES ARE BEING REPLACED. NEW PIPES SHALL BE INSTALLED WITH A WATERTIGHT SEAL PER DELDOT STANDARDS AND SPECIFICATIONS.

CONTRACTOR SHALL TEMPORARILY REMOVE EXISTING FENCE TO ALLOW FOR WORK TO PROCEED. POSTS THAT MUST BE REMOVED SHALL BE REPLACED WITH NEW POSTS, INSTALLED IN 3,000 PSI CONCRETE, FOUNDATIONS TO MATCH EXISTING. ANY TEMPORARILY REMOVED FENCE THAT IS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH NEW FENCING TO MATCH EXISTING, AND AS APPROVED BY THE ENGINEER.

REMOVE CONCRETE TO NEAREST JOINT, MINIMUM 3' FROM OUTSIDE EDGE OF PIPE ON BOTH SIDES.

CONTRACTOR SHALL REPLACE ALL DAMAGED PAVEMENT STRIPING IN THE PARKING LOT THAT IS AFFECTED BY CONSTRUCTION ACTIVITIES.

PIPE TRENCH AND ASPHALT TRENCH TO BE CONSTRUCTED PER DETAILS ON SHEET C111.

EXISTING CATCH BASIN TO REMAIN. CONTRACTOR SHALL ATTACH NEW PIPES TO EXISTING STRUCTURE PER DELDOT STANDARDS AND SPECIFICATIONS.

CONTRACTOR SHALL TEMPORARILY REMOVE EXISTING FENCE TO ALLOW FOR WORK TO PROCEED. POSTS THAT MUST BE REMOVED SHALL BE REPLACED WITH NEW POSTS. ANY TEMPORARILY REMOVED FENCE THAT IS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH NEW FENCING TO MATCH EXISTING.

PIPE TRENCH AND ASPHALT TRENCH TO BE CONSTRUCTED PER DETAILS ON SHEET C111.

INSTALL NEW PIPE AT SAME INVERT AS EXISTING PIPE. PIPE TO BE CONNECTED TO EXISTING CATCH BASIN WITH WATER TIGHT CONNECTION.

REMOVE CONCRETE TO NEAREST JOINT, MINIMUM 3' FROM OUTSIDE EDGE OF PIPE ON BOTH SIDES.

PIPE DIAMETER (D₀): 48"
APRON LENGTH (L₀): 45'
APRON WIDTH (W): 30'
RIPRAP SIZE (R No.): R-5
RIPRAP THICKNESS (T): 24"

RIPRAP TO BE INSTALLED PER DNREC STANDARD DETAIL SHOWN ON SHEET C111. EXISTING STONE MAY BE USED THAT MEETS THE MINIMUM STONE DIAMETER REQUIREMENTS.

REMOVE CONCRETE TO NEAREST JOINT, MINIMUM 3' FROM OUTSIDE EDGE OF PIPE ON BOTH SIDES.

INSTALL NEW PIPE AT SAME INVERT AS EXISTING PIPE. PIPE TO BE CONNECTED TO EXISTING CATCH BASIN WITH WATER TIGHT CONNECTION.

PIPE TRENCH AND ASPHALT TRENCH TO BE CONSTRUCTED PER DETAILS ON SHEET C111.

CONTRACTOR SHALL REPLACE ALL DAMAGED PAVEMENT STRIPING IN THE PARKING LOT THAT IS AFFECTED BY CONSTRUCTION ACTIVITIES.

REMOVE CONCRETE TO NEAREST JOINT AND REPEAT JOINT PATTERN AS NECESSARY, MINIMUM 3' FROM OUTSIDE EDGE OF PIPE ON BOTH SIDES.

INSTALL NEW PIPE AT SAME INVERT AS EXISTING PIPE. PIPE TO BE CONNECTED TO EXISTING CATCH BASIN WITH WATER TIGHT CONNECTION.

CONTRACTOR SHALL REPLACE DAMAGED ADA CURB RAMP BACK TO ORIGINAL CONFIGURATION IF DISTURBED.

CONTRACTOR SHALL REPLACE ALL DAMAGED PAVEMENT STRIPING AND SPEED BUMPS IN THE PARKING LOT THAT IS AFFECTED BY CONSTRUCTION ACTIVITIES.

CONTRACTOR SHALL REPLACE ALL DAMAGED PAVEMENT STRIPING AND SPEED BUMPS IN THE PARKING LOT THAT IS AFFECTED BY CONSTRUCTION ACTIVITIES.

CONTRACTOR SHALL REPLACE DAMAGED ADA CURB RAMP BACK TO ORIGINAL CONFIGURATION IF DISTURBED.

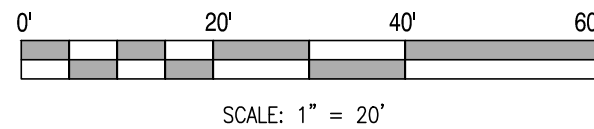
REMOVE AND REPLACE CURB AND GUTTER AS NEEDED TO REPLACE PIPE SECTIONS WITHIN DESIGNATED AREAS. CURB SHALL BE REPLACED IN KIND WITH 4,000 PSI CONCRETE.

FLUSHING SCHEDULE			
PIPE ID	LENGTH	SIZE	TYPE
P-5A	22'	12"	PVC
P-6	14'	24"	CMP
P-53	28'	24"	CMP

PIPE REPLACEMENT SCHEDULE			
PIPE ID	LENGTH	SIZE	TYPE
P-6	55'	24"	HDPE
P-7	150'	24"	HDPE
P-8	120'	27"	HDPE
P-52	220'	24"	HDPE
P-53	165'	24"	HDPE
P-54	24'	36"	HDPE
P-55	111'	24"	HDPE
P-56	204'	18"	HDPE

ADDENDUM NO. 2

- REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.
- PIPE REPLACEMENT SCHEDULE HAS BEEN REVISED.
- FLUSHING SCHEDULE HAS BEEN REVISED.



MATCHLINE C105

MATCHLINE C103

REVISIONS:

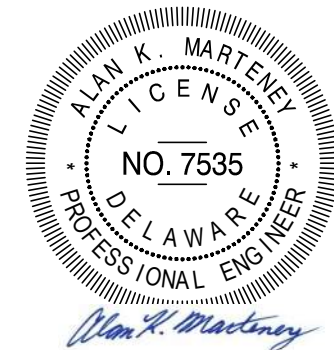
DATE: _____ BY: _____

DESCRIPTION:

POLYTECH HIGH SCHOOL
STORMWATER MANAGEMENT POND RETROFIT

SITE PLAN

SEAL:



CIVIL ENGINEER

CENTURY
ENGINEERING
CONSULTING ENGINEERS, SURVEYORS
550 SOUTH BAY ROAD
DOVER, DELAWARE 19901

CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

CHECKED BY:
AKM

DATE:
JANUARY 2026

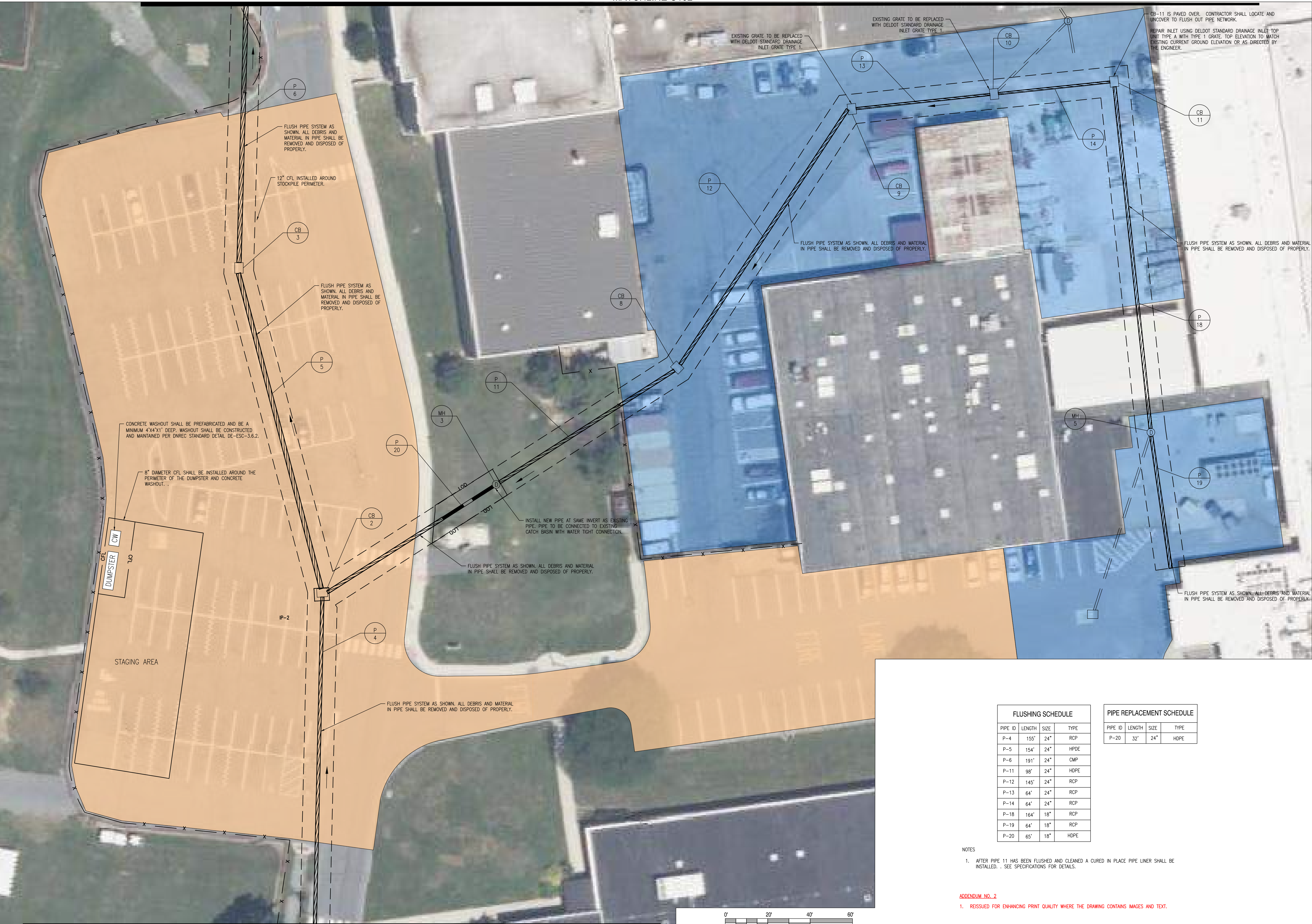
SCALE:
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SHEET NO.:
C102

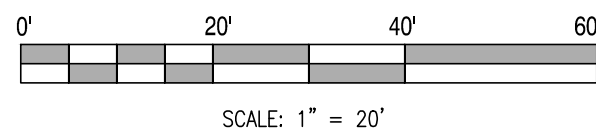
CONTRACT NO.:

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MATCHLINE C102



MATCHLINE C104



FLUSHING SCHEDULE			
PIPE ID	LENGTH	SIZE	TYPE
P-4	155'	24"	RCP
P-5	154'	24"	HDPE
P-6	191'	24"	CMP
P-11	98'	24"	HDPE
P-12	145'	24"	RCP
P-13	64'	24"	RCP
P-14	64'	24"	RCP
P-18	164'	18"	RCP
P-19	64'	18"	RCP
P-20	65'	18"	HDPE

PIPE REPLACEMENT SCHEDULE			
PIPE ID	LENGTH	SIZE	TYPE
P-20	32'	24"	HDPE

NOTES

1. AFTER PIPE 11 HAS BEEN FLUSHED AND CLEANED A CURED IN PLACE PIPE LINER SHALL BE INSTALLED. . SEE SPECIFICATIONS FOR DETAILS.

ADDENDUM NO. 2

1. REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.

REVISIONS:

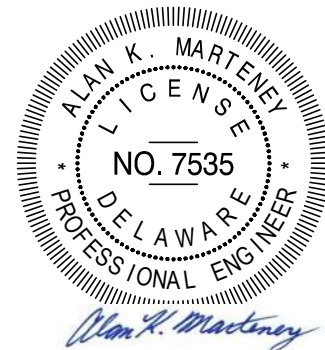
DATE: BY:

DESCRIPTION:

POLYTECH HIGH SCHOOL
STORMWATER MANAGEMENT POND RETROFIT

SITE PLAN

SEAL:



CIVIL ENGINEER

CENTURY
ENGINEERING
CONSULTING ENGINEERS, SURVEYORS
550 SOUTH BAY ROAD
DOVER, DELAWARE 19901

CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

CHECKED BY:
AKM

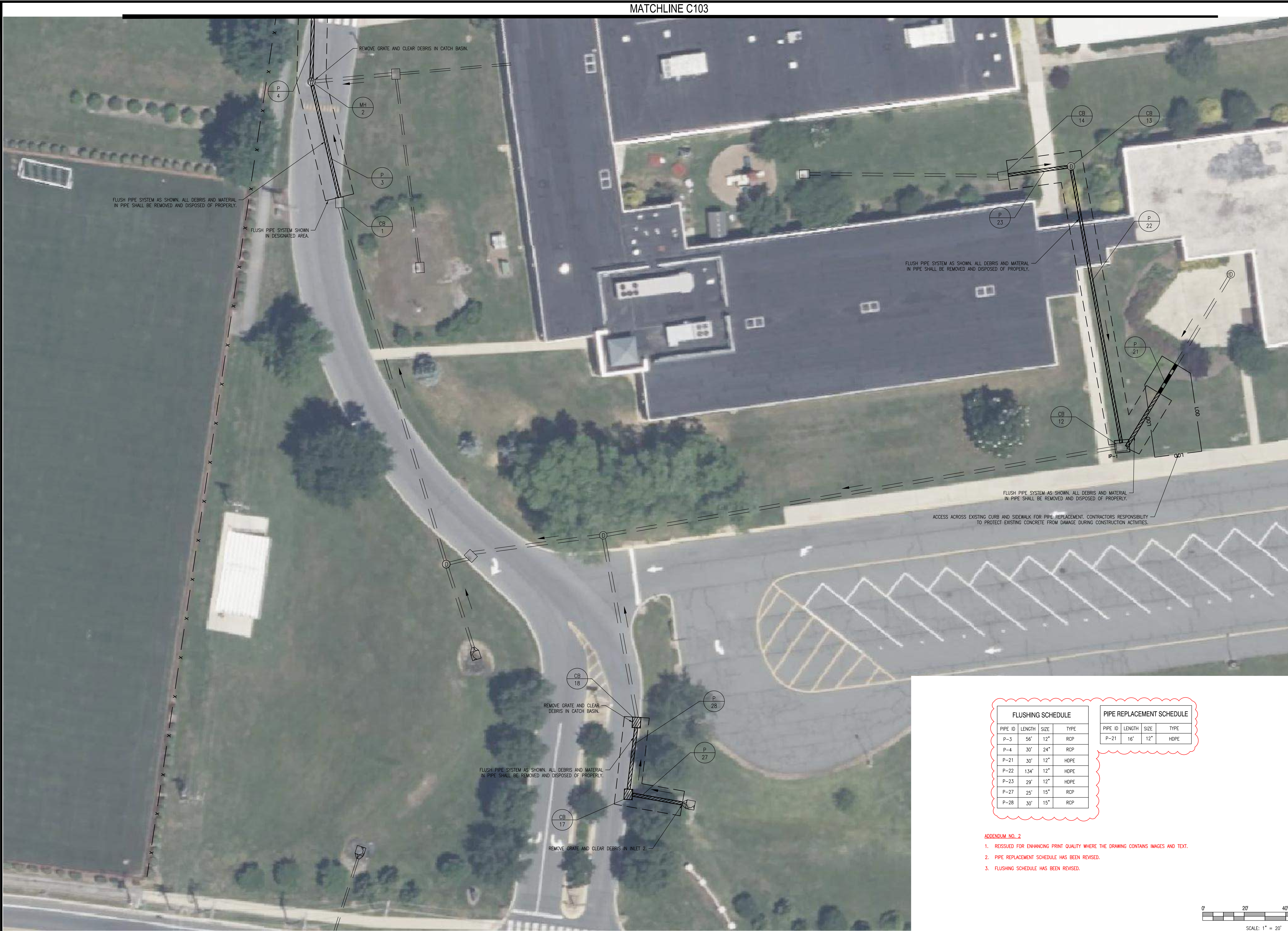
DATE:
JANUARY 2026

SCALE:
1" = 20'

SHEET NO.:
C103

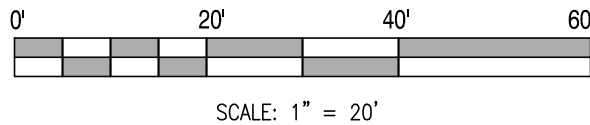
CONTRACT NO.:

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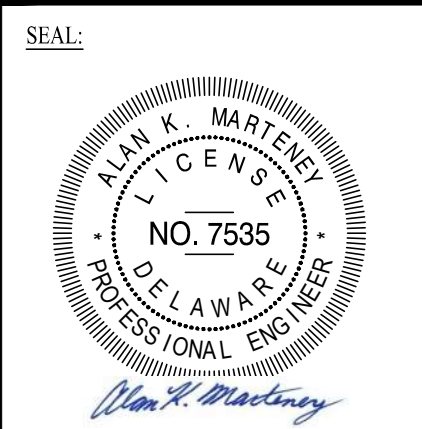
FLUSHING SCHEDULE				PIPE REPLACEMENT SCHEDULE			
PIPE ID	LENGTH	SIZE	TYPE	PIPE ID	LENGTH	SIZE	TYPE
P-3	56'	12"	RCP	P-21	16'	12"	HDPE
P-4	30'	24"	RCP				
P-21	30'	12"	HDPE				
P-22	134'	12"	HDPE				
P-23	29'	12"	HDPE				
P-27	25'	15"	RCP				
P-28	30'	15"	RCP				

- ADDENDUM NO. 2
1. REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.
 2. PIPE REPLACEMENT SCHEDULE HAS BEEN REVISED.
 3. FLUSHING SCHEDULE HAS BEEN REVISED.



REVISIONS:		DATE:	DESCRIPTION:	BY:

POLYTECH HIGH SCHOOL
STORMWATER MANAGEMENT POND RETROFIT
SITE PLAN



CIVIL ENGINEER:

CENTURY
ENGINEERING
CONSULTING ENGINEERS, SURVEYORS
550 SOUTH BAY ROAD,
DOVER, DELAWARE 19901

CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

CHECKED BY:
AKM

DATE:
JANUARY 2026

SCALE:
1" = 20'

SHEET NO.:
C104

CONTRACT NO.:

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MATCHLINE C102

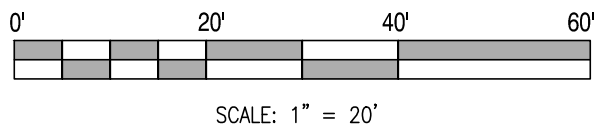


MATCHLINE C106

FLUSHING SCHEDULE				
PIPE ID	LENGTH	SIZE	TYPE	
P-31	7'	24"	HDPE	
P-32	160'	24"	HDPE	
P-53	207'	24"	CMP	

PIPE REPLACEMENT SCHEDULE				
PIPE ID	LENGTH	SIZE	TYPE	
P-32	50'	24"	HDPE	
P-56	183'	18"	HDPE	

- ADDENDUM NO. 2
1. REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.
 2. PIPE REPLACEMENT SCHEDULE HAS BEEN REVISED.
 3. FLUSHING SCHEDULE HAS BEEN REVISED.



REVISIONS:		DATE:	DESCRIPTION:	BY:

POLYTECH HIGH SCHOOL
STORMWATER MANAGEMENT POND RETROFIT

SITE PLAN

SEAL:



CIVIL ENGINEER:

CENTURY
ENGINEERING
CONSULTING ENGINEERS, SURVEYORS
550 SOUTH BAY ROAD,
DOVER, DELAWARE 19901

CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

CHECKED BY:
AKM

DATE:
JANUARY 2026

SCALE:
1" = 20'

SHEET NO.:
C105

CONTRACT NO.:

MATCHLINE C105



FLUSHING SCHEDULE			
PIPE ID	LENGTH	SIZE	TYPE
P-48	66'	15"	RCP
P-49	74'	15"	RCP

PIPE REPLACEMENT SCHEDULE			
PIPE ID	LENGTH	SIZE	TYPE
P-33	8'	15"	RCP

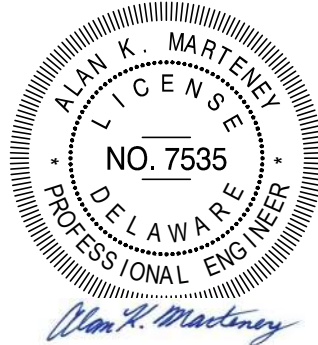
- ADDENDUM NO. 2
1. REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.
 2. PIPE REPLACEMENT SCHEDULE HAS BEEN REVISED.

REVISIONS:

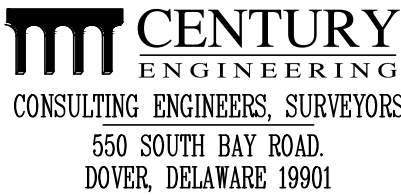
DATE:	DESCRIPTION:	BY:

POLYTECH HIGH SCHOOL
STORMWATER MANAGEMENT POND RETROFIT
SITE PLAN

SEAL:



CIVIL ENGINEER:



CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

CHECKED BY:
AKM

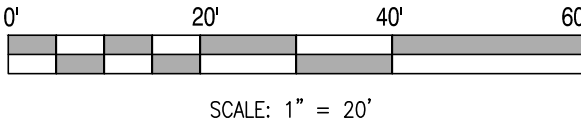
DATE:
JANUARY 2026

SCALE:
1" = 20'

SHEET NO.:
C106

CONTRACT NO.:

MATCHLINE C107



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FLUSHING SCHEDULE			
PIPE ID	LENGTH	SIZE	TYPE
P-27	26'	15"	RCP

ADDENDUM NO. 2
1. REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.



REVISIONS:

DATE:	DESCRIPTION:	BY:

POLYTECH HIGH SCHOOL
STORMWATER MANAGEMENT POND RETROFIT

SITE PLAN

SEAL:

ALAN K. MARTENY
LICENSE NO. 7535
STATE OF DELAWARE
PROFESSIONAL ENGINEER

CIVIL ENGINEER:

CENTURY
ENGINEERING
CONSULTING ENGINEERS, SURVEYORS
550 SOUTH BAY ROAD
DOVER, DELAWARE 19901

CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

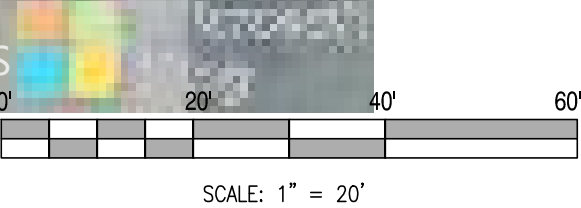
CHECKED BY:
AKM

DATE:
JANUARY 2026

SCALE:
1" = 20'

SHEET NO.:
C107

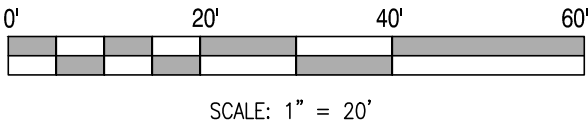
CONTRACT NO.:



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FLUSHING SCHEDULE				
PIPE ID	LENGTH	SIZE	TYPE	
P-66	66'	15"	RCP	



REVISIONS:

DATE:	DESCRIPTION:	BY:

POLYTECH HIGH SCHOOL
STORMWATER MANAGEMENT POND RETROFIT

SITE PLAN

SEAL:

CIVIL ENGINEER:

CENTURY
ENGINEERING
CONSULTING ENGINEERS, SURVEYORS
550 SOUTH BAY ROAD
DOVER, DELAWARE 19901

CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

CHECKED BY:
AKM

DATE:
JANUARY 2026

SCALE:
1" = 20'

SHEET NO.:
C108

CONTRACT NO.:

ADDENDUM NO. 2
1. REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.

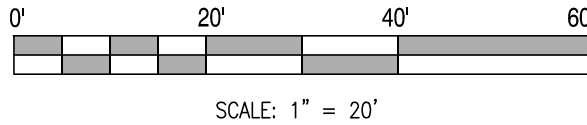
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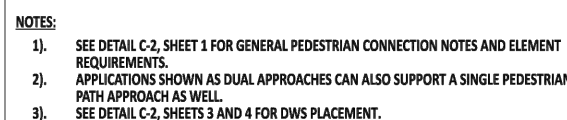
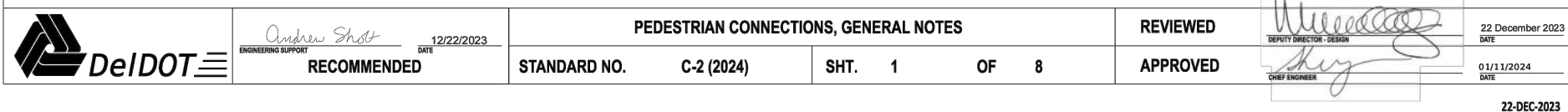
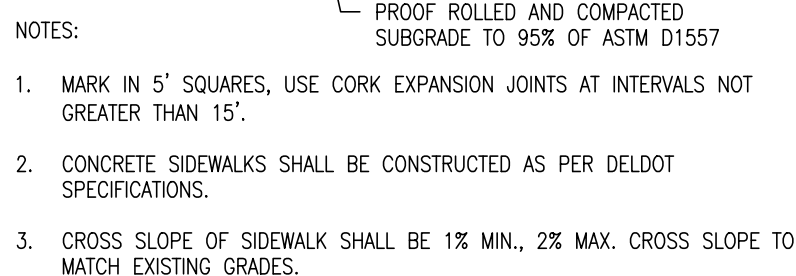
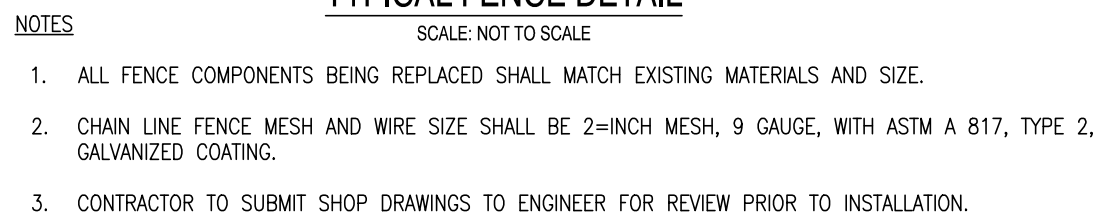
MATCHLINE C109

PIPE REPLACEMENT SCHEDULE				
PIPE ID	LENGTH	SIZE	TYPE	
P-58	170'	15"	HDPE	
P-59	167'	15"	HDPE	

ADDENDUM NO. 2
1. REISSUED FOR ENHANCING PRINT QUALITY WHERE THE DRAWING CONTAINS IMAGES AND TEXT.



REVISIONS:	DATE:	DESCRIPTION:	BY:
POLYTECH HIGH SCHOOL STORMWATER MANAGEMENT POND RETROFIT			
SITE PLAN			
SEAL:			
CIVIL ENGINEER:			
 CENTURY ENGINEERING CONSULTING ENGINEERS, SURVEYORS 550 SOUTH BAY ROAD DOVER, DELAWARE 19901			
CEI CONTRACT NO.: 25003885.001A			
ADDENDUM NO. 2 JANUARY 14, 2026			
DESIGNED BY: FRM			
DRAWN BY: KC			
CHECKED BY: AKM			
DATE: JANUARY 2026			
SCALE: 1" = 20'			
SHEET NO.: C110			
CONTRACT NO.:			



NOTE: Depress centerline of apron slightly to prevent edge-cutting

NOTE: Key into exist. and

$$T_w < 0.5 D_0$$

DA

Pipe diameter (D_o)
Apron length (L_a)
Apron width (W)
Riprap size (R No.)
Riprap thickness (T)

Source:

Adapted from
MD Stds. & Specs. for ESC

Symbol:



Detail No.

DE-ESC-3.3.10.1
Sheet 1 of 2
Effective July 2023

TYPICAL SECTION LEGEND	
①	SUPERPAVE TYPE C, PG 64-22, CARBONATE STONE (ITEM NO. 401005)
②	SUPERPAVE TYPE B, PG 64-22, (ITEM NO. 401014)
③	GRADED AGGREGATE BASE COURSE (GABC) (ITEM NO. 301003)
④	BORROW, TYPE C, MAXIMUM 8" LIFTS, COMPACTION: 95% OF MAXIMUM DENSITY PER MODIFIED PROCTOR TEST (ITEM NO. 209004).
⑤	P.C.C. SIDEWALK, 4" (ITEM NO.705001)
⑥	INTEGRAL P.C.C CURB AND GUTTER TYPE 3-8 (ITEM NO. 701023)

GENERAL NOTES

1. ALL EXPOSED CONCRETE PAD EDGES SHALL HAVE A 1" CHAMFER.
2. ALL EARTH SUBGRADE SHALL BE PROOF ROLLED. ANY SOFT AREAS SHALL BE UNDERCUT AND BACKFILLED WITH SELECT FILL.

CONCRETE NOTES

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 301 - "SPECIFICATIONS FOR STRUCTURAL CONCRETE".
2. CONCRETE DESIGN MIXES/STRENGTHS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF $f'_c = 3,500$ PSI, UNLESS OTHERWISE, ALL CONCRETE SHALL CONTAIN A WATER-REDUCING ADMIXTURE, CALCIUM CHLORIDE IS PROHIBITED.
3. WELDED WIRE FABRIC SHALL BE SMOOTH OR DEFORMED AND CONFORM TO ASTM A1064 AND BE A MINIMUM WFW6X6-W14XW14. 4. WELDED WIRE FABRIC SHALL BE SPLICED SO THAT THE OVERLAP OF THE OUTERMOST CROSS WIRES OF EACH ADJOINING SHEET IS NOT LESS THAN THE SPACING OF THE CROSS WIRES PLUS TWO INCHES.
4. WELDED WIRE FABRIC SHALL BE INSTALLED AT A DEPTH OF 2/3 THE THICKNESS OF THE CONCRETE SECTION.
5. NO CONCRETE SHALL BE PLACED IN WATER OR ON FROZEN SUBGRADE.
6. THE REQUIRED AIR CONTENT FOR ALL CONCRETE SHALL BE 3% TO 7%.
7. SPACING OF SIDEWALK EXPANSION JOINTS SHALL BE 20'. SIDEWALK SHALL HAVE TOLL JOINTS EVERY 5'.

TRACK NOTES

1. CONTRACTOR TO MATCH EXISTING OUTSIDE TRACK CURB MATERIAL AND SIZE.
2. CONCRETE REQUIRED TO CURE FOR 28 DAYS PRIOR TO PLACEMENT OF TRACK SURFACE.

REVISIONS:

DATE:	DESCRIPTION:	BY:
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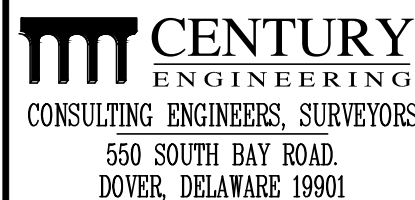
POLYTECH HIGH SCHOOL STORMWATER MANAGEMENT POND RETROFIT

CONSTRUCTION DETAILS

SEAL:



CIVIL ENGINEER



CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY: FR

DRAWN BY: K

CHECKED BY:
AKM

DATE:
JANUARY 2026

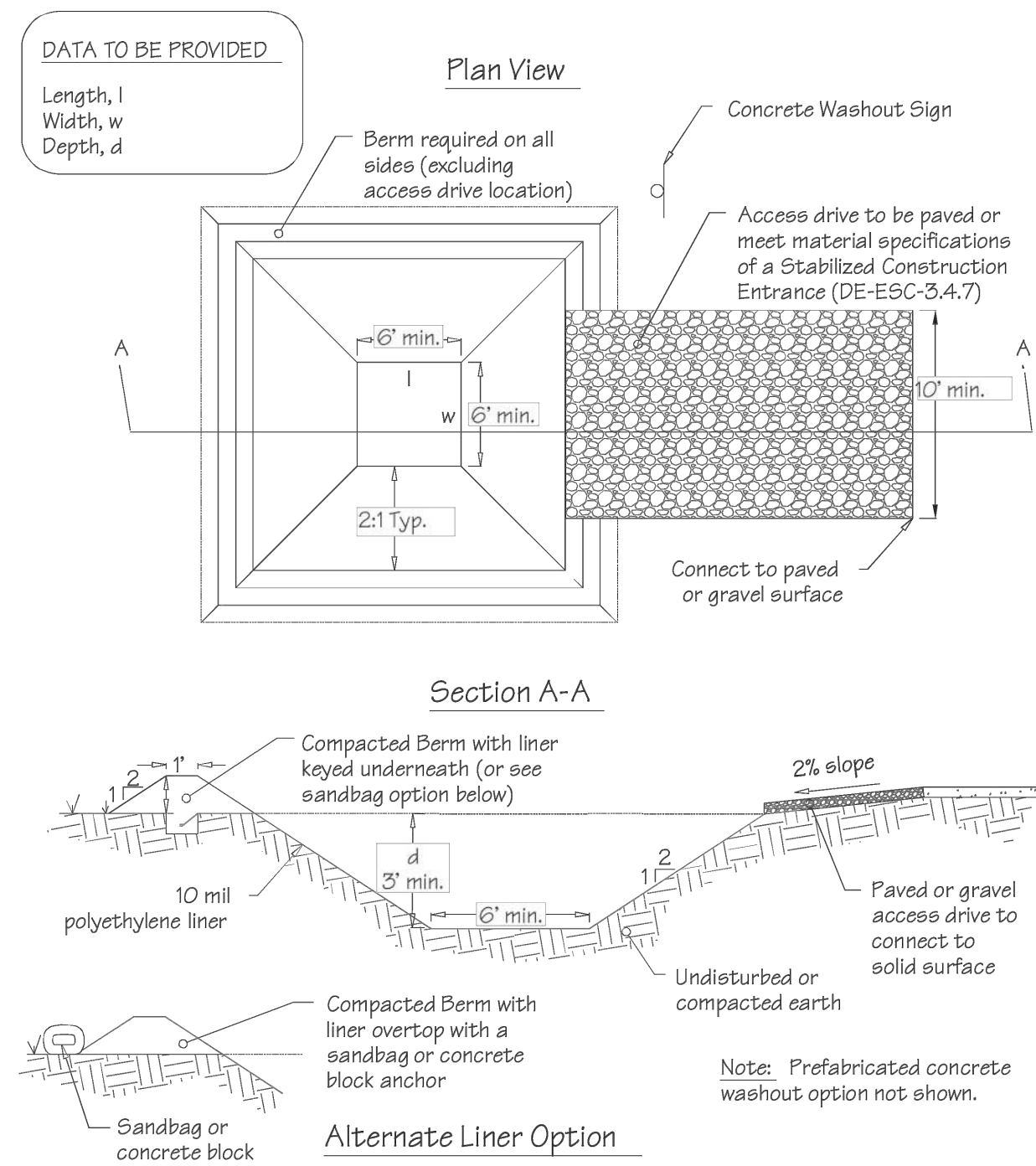
SCALE:
AS SHOWN

SHEET NO.:

C11

CONTRACT NO.:

Standard Detail & Specifications
Concrete Washout



Source: Adapted from Colorado Urban Storm Drainage Criteria Manual, Vol 3

Symbol: CW

Detail No. DE-ESC-3.6.2
Sheet 1 of 2
Effective July 2023

Standard Detail & Specifications
Concrete Washout

Construction Notes:

1. Locate washout area a minimum of 50 feet from open channels, stormdrain inlets, wetlands or waterbodies.
2. Locate washout area so that it is accessible to concrete equipment (service with a minimum 10 foot wide gravel accessway), but so it is not in a highly active construction area causing accidental damage.
3. Minimum dimensions for prefabricated units are 4 feet by 4 feet by 1 foot deep with a minimum 4mil polyethylene plastic liner. Minimum dimensions for constructed concrete washout areas are 6 feet by 6 feet by 3 feet deep, with a minimum 10mil polyethylene liner, 2:1 side slopes, and a 1 foot high by 1 foot wide compacted fill berm.
4. The liner must be free of tears or holes and placed over smooth surfaces to prevent puncturing. For excavated washouts, anchor the liner underneath the berm or overtop with sandbags or concrete blocks to hold in place.
5. Provide a sign designating the washout area, and for large construction sites, provide signs throughout directing traffic to its location.
6. Allow washed out concrete mixture to harden through evaporation of the wastewater. Once the facility has reached 75 percent of its capacity, remove the hardened concrete by reusing the broken aggregate onsite, recycling, or disposing of offsite. The hardened material can be buried on site with minimum of 1 foot of clean, compacted fill.
7. Apply a new liner before reusing the station for additional washouts after maintenance has occurred.

Source: Adapted from Colorado Urban Storm Drainage Criteria Manual, Vol 3

Symbol: CW

Detail No. DE-ESC-3.6.2
Sheet 2 of 2
Effective July 2023

Standard Detail & Specifications
Vegetative Stabilization

TEMPORARY SEEDING BY RATES, DEPTHS AND DATES												
Mix #	Species ⁵	Seeding Rate	Optimum Seeding Dates ¹ O = Optimum Planting Period; A = Acceptable Planting Period						Planting Depth ³			
			Coastal Plain		Piedmont		All					
	Certified Seed	lb/Ac ⁴	2/1-4/30	2 5/1-8/14	8/15-10/31	3/1-4/30	2 5/1-7/31	8/1-10/31	10/31-2/1	0.5 inches		
1	Bahiá	125	A	O	O	O	O	O	O	1-3 inches		
2	Guine	125	A	O	O	O	O	O	O	2-3 inches		
3	Rye	125	A	O	A	O	A	O	A	1-2 inches		
4	Perennial Ryegrass	125	A	O	O	O	O	O	O	0.5 inches		
5	Annual Ryegrass	125	A	O	A	O	O	O	A	1-2 inches		
6	Winter Wheat	125	A	O	A	O	O	O	A	1-2 inches		
7	Fall Rye	30 FLS	O	O	O	O	O	O	O	1-2 inches		
8	Barb Millet	25 FLS	O	O	O	O	O	O	O	1-2 inches		

1. Winter seeding requires 3 tons per acre of straw mulch for proper stabilization.
2. May be planted throughout summer if soil moisture is adequate or seeded area can be irrigated.
3. Applicable on slopes 3:1 or less.
4. Use varieties currently recommended for Delaware. Contact a County Extension Office for information.
5. Warm season grasses such as Millet may be used between 5/1 and 9/1 if desired. Seed at 3-5 lbs. per acre. Good on low fertility and acid areas. Seed after frost through summer at a depth of 0.5".

NOTE: Alternative seed mixes may be used with prior approval from the Department or Delegated Agency.

Source: Delaware ESC Handbook

Symbol:

Detail No. DE-ESC-3.4.3
Sheet 1 of 4
Effective July 2023

Standard Detail & Specifications
Vegetative Stabilization

PERMANENT SEEDING AND SEEDING DATES										
Seeding Mixtures		Seeding Rate ¹	Optimum Seeding Dates ² O = Optimum Planting Period A = Acceptable Planting Period						Remarks	
Mix No.	Certified Seed ³		Coastal Plain			Piedmont				All ⁴
	Well Drained Soils	lb/Ac	8/1000 soil.	2/1-4/30	5/1-10/31	3/1-4/30	7/31-10/31	10/31-2/1		
	Tall Fescue	150	A	O	A	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Perennial Ryegrass	10	O	A	O	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Perennial Ryegrass	20	O	A	O	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Perennial Ryegrass	10	O	A	O	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Tall Fescue	150	A	O	A	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Perennial Ryegrass	10	O	A	O	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Perennial Ryegrass	20	O	A	O	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Perennial Ryegrass	10	O	A	O	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Tall Fescue	150	A	O	A	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
	Perennial Ryegrass	10	O	A	O	O	O	A	Good seedbed, neither too dry nor too wet. Seed after frost through summer.	
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Delaware NPDES Discharge Permit
General Permit for Discharge of Stormwater from Construction Activities

((Project Name))

((NOI Permit Number))

((Agency Plan Approval ID))

((Contact Name & Number for Additional Site Information))

((Contact Name & Number to Obtain Copy of Approved Plan))

If you observe indicators of stormwater pollutants
in the discharge or in the receiving waterbody, call the
DNREC Spill Notification 24 HR Hotline at

1-800-662-8802

NOTES:

1. Minimum sign size 2' x 2'
2. Minimum text size 1"
3. Sign must be posted at a safe, publicly accessible location close to construction site
4. Sign must be visible from the public road nearest the active construction site
5. Signs posted within a DeDolt or other public road right-of-way (ROW) must be in accordance with all local and/or State requirements in regards to safety, location, orientation, etc.

Source: Delaware ESC Handbook	Symbol:	Detail No. DE-ESC-3.6.1 Sheet 1 of 4 Effective July 2023
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Notes:

The Construction Site Pollution Prevention Plan includes the following elements:

- 1. Material Inventory**

Document the storage and use of the following materials:

 - a. Concrete
 - b. Detergents
 - c. Paints (enamel and latex)
 - d. Cleaning solvents
 - e. Pesticides
 - f. Wood scraps
 - g. Fertilizers
 - h. Petroleum based products
- 2. Good housekeeping practices**
 - a. Store only enough product required to do the job.
 - b. Store all materials in a neat, orderly manner in their original labeled containers and covered.
 - c. Do not mix different substances.
 - d. When possible, use all of a product prior to disposal of the container.
 - e. Manufacturers' instructions for disposal should be strictly adhered to.
 - f. Designate someone to inspect all BMPs daily.
- 3. Waste management practices**
 - a. Collect and store all waste materials in securely lidded dumpsters in a location that does not drain to a waterbody.
 - b. Salvage and/or recycle waste materials whenever possible.
 - c. The dumpsters shall be emptied a minimum of twice per week, or more if necessary. The licensed trash hauler is responsible for cleaning out dumpsters.

Source: Adapted from USEPA Pub. 840-B-92-002	Symbol:	Detail No. DE-ESC-3.6.1 Sheet 2 of 4 Effective July 2023
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Notes (cont.)

- d. Dispose of all trash in accordance with all applicable Delaware laws.
- e. Littering is strictly prohibited. Trash cans should be placed at all lunch spots and recycling bins should be placed near the construction trailer.
- f. If fertilizer bags can not be stored in a weather-proof location, they should be kept on a pallet and covered with plastic sheeting which is overlapped and anchored.

4. Equipment maintenance practices

- a. If possible, equipment should be taken to off-site commercial facilities for washing and maintenance.
- b. If performed on-site, wash vehicles with high-pressure water spray without detergents in an area contained by an impervious berm.
- c. Use drip pans for all equipment maintenance.
- d. Inspect equipment for leaks on a daily basis.
- e. Direct washout from concrete trucks into a temporary pit for hardening and proper disposal.
- f. Equip fuel nozzles with automatic shut-off valves.
- g. Dispose of all used products such as oil, antifreeze, solvents and tires in accordance with manufacturers' recommendations and local, state and federal laws and regulations.

5. Spill prevention practices

- a. Identify potential spill areas and contain them in covered areas with no connection to the storm drain system.
- b. Post warning signs in hazardous material storage areas.
- c. Perform preventive maintenance on all tanks, valves, pumps, pipes and other equipment as necessary.
- d. Prioritize low or non-toxic substances for use.

Source: Adapted from USEPA Pub. 840-B-92-002	Symbol:	Detail No. DE-ESC-3.6.1 Sheet 3 of 4 Effective July 2023
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Notes (cont.)

- e. Prominently post contact information for reporting spills through the DNREC 24-Hour Toll Free Number.

6. Education

- a. Include Best Management Practices (BMPs) for construction site pollution control as part of regular progress meetings.
- b. Information regarding waste management, equipment maintenance and spill prevention should be prominently posted in the construction trailer.

DNREC 24-Hour Toll Free Number	800-662-8802
DNREC Solid & Hazardous Waste Management Section	302-739-9403

Source: Adapted from USEPA Pub. 840-B-92-002	Symbol:	Detail No. DE-ESC-3.6.1 Sheet 4 of 4 <i>Effective July 2023</i>
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DATA
Log diameter (D)
Sock Material

Disturbed area
Flow
3" min.
Compost log sized for application (min. 8")
12" min.
Undisturbed area to be protected
Packed compost
2" x 2" hardwood stake

Uplurn ends to prevent bypass
Compost log sized for application (min. 8")
Max. 6" spacing surface option
Disturbed area
Max. 10" spacing entrenched option
Flow
2" x 2" hardwood stake

Surface Option Shown for Slopes less than 8:1

(NOTE: For steeper slopes, drive stakes perpendicular to surface)

Plan

NOTE: Manufacturer's recommendations supersede any installation details shown for this practice

Source: Adapted from MD Stds & Specs for ESC & Filtrex™ International	Symbol: ———— CFL ————	Detail No. DE-ESC-3.1.7 Sheet 1 of 2 Effective July 2023
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Construction Notes:

1. Prior to installation, clear bedding area of obstructions including rocks or debris larger than 1 inch and fill in any sharp depression areas.
2. If socks are prepared on-site, fill the sock fabric using a pneumatic blower so that the logs are rigid and do not deform. Terminate at the desired length.
3. For trenched applications, excavate 2 to 4 inches below grade along the width and length of the compost filter log.
4. Install the compost filter logs perpendicular to the flow direction and parallel to the slope with the beginning and end of the installation pointing up the slope a minimum of 1 foot elevation difference. On sites where this is not possible, upturn at a minimum length of 10' at a 30 degree angle to prevent runoff bypass.
5. For untrenched applications, blow or hand pack soil, mulch, or compost on the upslope side of the log, filling the bottom void area.
6. Stake the filled log every 10 feet maximum through the center of the sock for trenched applications, or every 8 feet for untrenched. The stake shall be a 2" by 2" hardwood. It should extend 12" below grade and protrude at least 3" above the top of the sock. If located on a slope greater than 8:1, the stake shall be angled downslope at a 45 degree angle to prevent the force of the water from dislodging to log.
7. When the length of the compost filter log needed exceeds the available compost filter sock length, the next sock shall be overlapped a minimum of 12" before being filled, and a stake placed through both socks at the overlap.
8. Remove accumulated sediment when it has reached half of the effective height of the log.
9. Inspect weekly and after rain event. If sock is degrading or the sock is failing, vegetate to secure the compost, replace the log, or reinforce with an additional log. If the log has been crushed due to construction equipment, it can be "fluffed" back to its effective height. If the effective height can no longer be restored, the log shall be replaced or reinforced with an additional compost filter log.

Source: Adapted from MD Stds & Specs for ESC & Filtrexx™ International	Symbol: ———— CFL ————	Detail No. DE-ESC-3.1.7 Sheet 2 of 2 Effective July 2023
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REVISIONS:

DATE: DESCRIPTION:

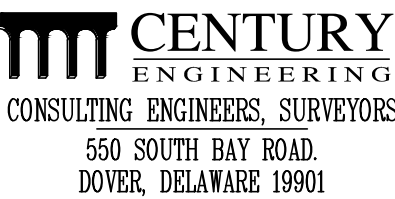
POLYTECH HIGH SCHOOL STORMWATER MANAGEMENT POND RETROFIT

EROSION & SEDIMENT CONTROL DETAIL

SEAL



CIVIL ENGINEER



CEI CONTRACT NO.: 25003885.001A

ADDENDUM NO. 2
JANUARY 14, 2026

DESIGNED BY:
FRM

DRAWN BY:
KC

CHECKED BY:
AKM

DATE:
JANUARY 2026

SCALE:
AS SHOWN

SHEET NO.:

CONTRACT NO.: