



TOWN OF ELSMERE

REQUEST FOR PROPOSAL NO. 24-06

Maple Avenue Park Improvements

December 4, 2024

**Deadline to Respond
Friday, December 27, 2024
12:00 PM**

TOWN OF ELSMERE
NEW CASTLE COUNTY
DELAWARE

MAPLE AVENUE PARK IMPROVEMENTS

CONTRACT DOCUMENTS

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BIDS TO BE RECEIVED BY 12:00 P.M., E.D.S.T. ON DECEMBER 27, 2024, IN THE
ELSMERE TOWN OFFICE, 11 POPLAR AVENUE, ELSMERE, DE 19805.

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II. BIDDING PROCEDURES

1. RECEIPT AND OPENING OF BIDS

Sealed bids for Maple Avenue Park Improvements will be received by the Town of Elsmere, New Castle County, Delaware until 12:00 P.M., E.D.S.T., on January 8, 2025 at the Town Office, at which time all bids that have been submitted in accordance with the contract documents and on the prescribed forms will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to: Town of Elsmere, New Castle County, Delaware and designated as "Maple Avenue Park Improvements."

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted in triplicate on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

4. METHOD OF BIDDING

The Owner invites the following bid:

Bid for Lump Sum Contract

5. ESTIMATED QUANTITIES:

Any estimates of quantities herein furnished by the Engineer are approximate only and have been used by the Engineer as a basis for estimating the cost of the work. The Engineer has endeavored to estimate these quantities correctly according to his knowledge and the information shown on the

plans but it is not guaranteed that these estimated quantities are accurate, and if the Contractor, in making up and/or submitting his bid or bids, relies upon the accuracy of such estimated quantities, he does so at his own risk.

6. PROPOSAL FORMS:

The Bidder will be furnished by the Town of Elsmere with proposal forms, which will show the prices for the work to be performed and materials to be furnished under the contract.

The Bidder shall submit his proposal on the forms furnished by the Town of Elsmere. The blank spaces in the proposal shall be filled in correctly where indicated, for each and every item, and the Bidder shall state the price (written in ink, words and numerals) for which he proposes to do the work contemplated. In case of discrepancy between the written figures and the numerals, the written figures shall govern.

The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of the firm or partnership and of each member thereof shall be shown. If a corporation, the successful bidder shall furnish a certificate from the Secretary of State or Commonwealth subsisting corporation of that State or Commonwealth and the date of its incorporation.

Further, the successful bidder shall furnish an original and two copies of excerpts from the minutes of the corporation authorizing its President or Vice President to execute the necessary Contract on behalf of the Corporation, and an original and two copies of the resolution authorizing the Secretary or the Assistant Secretary to attest the Contract documents and the names of all officers qualified to sign for the company.

7. IRREGULAR PROPOSALS:

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternative bids, or irregularities of any kind.

8. UNRESPONSIVE OR UNBALANCED BIDS:

To better ensure fair competition, and to permit a determination of the lowest bidder, the Town of Elsmere may reject unresponsive bids or bids obviously unbalanced.

9. CERTIFIED CHECK OR BID BOND:

Every bid submitted shall be accompanied by a deposit of either a good and sufficient bid bond to the Town of Elsmere with corporate surety authorized to do business in the State of Delaware, the form of the bond and the surety to be approved by the Town of Elsmere, or a certified check of the bidder drawn up by some responsible banking institution to the order of the Town of Elsmere for a sum equal to ten percent (10%) of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to ten percent (10%) of the bid to which it related and not to exceed a certain stated sum, if said sum is equal to at least ten percent (10%) of the bid. Upon the execution of a formal contract and submission of a performance bond, the bid bond or certified check deposit

shall be returned to the successful bidder. The deposit of the unsuccessful and successful bidders shall be returned to them upon the awarding of the contract and performance bond within twenty (20) days of the awarding of the contract, or if the bidder is unable to obtain corporate surety for said performance bond, the bid bond or certified check deposited by the successful bidder shall be taken and become the absolute property of the Town of Elsmere as liquidated damages, and not as a forfeiture or as a penalty. The Town of Elsmere shall either deposit the certified check in the Town of Elsmere's account or shall proceed to collect on the bid bond. The Town of Elsmere may award the Contract to the next lowest responsible bidder or re-advertise for new bids.

10. FAMILIARITY WITH PROPOSED WORK:

The bidder is required to examine carefully the site of the work, the proposal, plans, specifications and other contract documents for the work contemplated and it will be assumed that he understands the scope of work as to the character, quality, phasing, and quantities of work to be performed and materials to be furnished, any obstacles to be encountered, and as to the requirements of these specifications, plans and other contract documents and he must be prepared to execute a finished job in every particular, without any extra charge whatever, except as may be specifically provided for elsewhere in these contract documents.

11. FAMILIARITY WITH LAWS, ETC.:

The Bidder is assumed to have made himself familiar with all Federal, State, local and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, or in any way affect the work, and no plea of misunderstanding will be considered on account of the ignorance thereof. If the Bidder or Contractor shall discover any provision in the plans, specification, or contract that is contrary to or inconsistent with any such law, ordinance, rule or regulation, he shall forthwith report it to the Engineer in writing. Prevailing Wage rates are required for this project. Certified prevailing wage rates will be issued by addendum prior to bid opening.

12. INTERPRETATIONS OF ADDENDUM:

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications of other proposed contract documents, he may submit to the Town of Elsmere a written request for interpretation thereof. The person submitting the request will be responsible for the prompt delivery at least seven calendar days prior to the date affixed for the opening of bids. Any interpretation of the proposed contract documents will be made only by Addendum duly issued, and a copy of such documents. The Town of Elsmere will not be responsible for any other explanation or interpretations of the proposed documents.

13. WITHDRAWAL OF PROPOSALS:

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) days after the actual opening thereof.

14. QUALIFICATIONS FOR BIDDERS:

No contract will be awarded to any Bidder who, in the judgment of the Town of Elsmere, is not a responsible bidder, or is not prepared with all necessary experience, capital, organization and equipment, to conduct and complete work for which the bidder proposes to contract, in strict accordance with all terms and provisions of the Contract documents.

In each instance when the qualifications of any bidder are questioned in any way, such bidders shall furnish information concerning his experience, capital, organization, and equipment as may be required by the Owner within five (5) days after written notice from the Town of Elsmere to do so, and the information received or possessed by the Owner will be taken into consideration by the Town of Elsmere, in awarding the contract.

15. RIGHT TO REJECT BIDS:

The Town of Elsmere expressly reserves the right, at its discretion, to reject any or all bids, or to accept any bid, and/or waive technicalities as it may deem to be in the best interest of the Town of Elsmere. The Town, in deciding which bid or proposal will be the most advantageous to the Town, if any, may take any facts it considers relevant into consideration and shall not be bound to award a contract based solely upon the lowest bid price. The Town may consider such items as, but not limited to, price, quality of service, the contractor's qualifications and capabilities to provide the specified service, or the contractor's history with the Town. The Town shall have the right to accept any Alternates in any order or combination, or reject all Alternates.

16. CONTRACT BOND:

The successful bidder must furnish, within ten (10) days after the award, a Performance bond and/or Labor and Materials bond for one hundred (100%) of the total cost of the Contract Price in triplicate, with corporate surety authorized to do business in the State of Delaware, the form and surety to be approved by the Town of Elsmere Solicitor with a Warrant of Attorney to confess judgment thereon attached thereto.

Whenever surety or sureties on the bond so furnished in accordance with the preceding paragraph shall be deemed by the owner to be insufficient or unsatisfactory, he may in his discretion, within ten (10) days after notice to that effect mailed to the address of the Contractor, require the Contractor to furnish and deliver a new bond in the same penalty and on the same conditions, with surety satisfactory to the Owner and this duty shall continue on the part of the Contractor whenever and so often as the owner shall require a new bond with a satisfactory surety or sureties. Upon failure of the Contractors to furnish the aforesaid new bond within ten (10) days after the said notice is mailed to his address, the owner may withhold all payments due to the Contractor, stop all further work under said Contract and re-let the unfinished work at the expense of the Contractor, in any manner in which it may be deemed best to protect the interests of the Town of Elsmere.

17. EXECUTION OF THE CONTRACT:

The successful bidder will be required promptly within 7 working days to execute a formal contract upon blank forms with proper insertions furnished by the owner. The successful bidder will insert on the first page of the contract the date of the day the contract is executed by his company. All copies of the Contract and Bond must be properly executed by qualified officers of the company and the Corporate Seal affixed thereto.

18. FAILURE TO EXECUTE CONTRACT AND BOND:

Failure to execute the contract in a sum equal to the full amount of the award within seven (7) working days after written notice of the award, shall be just cause for the annulment of the award, that the amount of the certified check or bid bond with the proposal may be forfeited to the use of the Town of Elsmere, not as a penalty, but as liquidated damages.

19. COMPLIANCE WITH ELSMERE EMPLOYMENT REQUIREMENTS:

Prior to execution of the contract, the successful bidder will be required to sign an affidavit supplied by the Town of Elsmere certifying that all the employees of the company performing work within the Town of Elsmere are lawfully permitted to be employed by the company under both federal and state law.

III. GENERAL CONDITIONS

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III. GENERAL CONDITIONS

1. DEFINITIONS OF TERMS:

Whenever in these specifications and other contract documents the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

“Town”	Town of Elsmere
“Owner”	Town of Elsmere
“Manager”	The Town Manager for the Town of Elsmere or his/her duly authorized representative.
“Contractor”	Party of the second part of the contract, acting directly or through his agent or employees.
“Work”	Any of all things agreed to be furnished or done by or on the part of the Contractor, and which are required in the construction and completion of the project herein contemplated including also labor, materials and equipment.
“Engineer”	The Town Engineer or his duly authorized representative.

All items contained or referred to herein, the Advertisement, the Instructions to the Bidders, the General Conditions, the Special Provisions, the Specifications, the Proposal, the Contract, the Bond, the Plans, Addenda, as well as any other papers or bulletins referred to therein are hereby made a part of these specifications and contract and are to be considered as one instrument constituting the “Contract Documents”. The intent is to make them explanatory, one to the other, but in the case of any inconsistency, the provisions of the Contract shall govern.

Whenever in these contract documents the words “directed”, “required”, “prescribed”, “permitted”, “approved”, “acceptable”, “in the judgment of”, and other word and phrases of like import refer to the work or its performance, they shall be taken to mean and intend “directed”, “required”, “prescribed”, “permitted”, “approved”, “acceptable”, “in the judgment of”, and the like by or to the Manager.

The headings and subheadings in these specifications are intended for convenience of reference only and shall not be considered as having any particular bearing on the interpretation thereof.

2. COMPENSATION AND LIABILITY INSURANCE:

Except as otherwise provided by law, the Contractors shall, at all times, maintain and keep in force such insurance as will protect them and the Town of Elsmere and any other claims for damages for

personal injuries, including death, which may arise from operations under his contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them, in any amount, as specified. The Contractor shall also, at all times, maintain and keep in force such insurance, in an amount specified as will protect him and the Town of Elsmere, its agents and employees from all suits, actions, claims, demands, damages, losses, expenses, and/or costs of every kind and description to which the Town of Elsmere may be subjected or put by reason of injury, (including death) to persons or property resulting from the manner or method employed by the contractor, his agents and employees, or subcontractors, or from any neglect or default of the Contractor, his agents, employees, or subcontractors, in the neglect or default of the Contractor, his agents and employees, or subcontractors, in the performance of this contract or any part thereof or from, by or on account of any act or omission of the Contractor, his agents, employees, or subcontractors, and whether such suits, claims, actions, demands, damages, losses, expenses, and/or costs be against, suffered or sustained by other corporations and persons to who, the Town of Elsmere, its agents and employees may become liable therefore.

The Contractor shall maintain the following types of coverage:

A. <u>GENERAL COVERAGE</u>	<u>Minimum Limits</u>
<p>A.1 Workmen’s Compensation (Including coverage under United States Longshoremen’s and Harbor Workers Act, where applicable)</p>	<p>Statutory</p>
<p>A.2 Comprehensive General (Public) Liability, including the following:</p> <p>(1) XCU coverage explosion, collapse, underground damage.</p> <p>(2) Products - Completed Operations Coverage.</p> <p>(3) Contractual Liability insuring the hold harmless and indemnification provisions of the Contract Documents.</p> <p>(4) Blasting hazards where applicable.</p> <p>(5) Personal Injury Aggregate Bodily Injury and Property Damage</p>	<p>\$3,000,000 Per occurrence</p>
<p>A.3 Contractor’s Protective Liability (If subcontractors are employed) Bodily Injury and Property Damage</p>	<p>\$3,000,000 Per occurrence</p>
<p>A.4 Motor Vehicle Liability Bodily Injury and Property Damage</p>	<p>\$3,000,000 Per occurrence</p>

If Contractor has lower underlying coverage than required above, Contractor may provide additional minimum coverage to \$3,000,000 by excess or umbrella form.

Contractor's insurance agent shall indicate on the insurance certificate or by separate letter that the limits required herein and shown on the certificate have not been reduced by an outstanding claim.

B. PROPERTY INSURANCE

Contractor shall purchase and maintain property insurance upon the work at the site in the full amount of the Contract Price (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

B.1 Include the interests of Owner, Contractor, Subcontractors, Engineers, Engineer's Consultants and any other persons or entities identified, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

B.2 Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.

B.3 Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges for engineers and architects).

B.4 Cover materials and equipment in transit for incorporation in the Work or stored at the Project site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer.

B.5 Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineers within thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

C. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which shall include the interests of Owner, Contractor, Subcontractors, Engineers, Engineer's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall

be listed as an insured or additional insured. Limits shall be the same as required under Public Liability herein before specified.

- D. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with Paragraphs B and C shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Engineer and to each other additional insured to whom a certificate of insurance has been issued.
- E. The risk of loss within any identified deductible amount will be borne by Contractor, Subcontractors or others suffering any such loss. If any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at its own expense.

F. Professional Liability

The contractor/supplier or engineer/surveyor must maintain during the life of this contract Professional Liability Insurance to protect engineering and field surveying personnel hired by the Contractor in the performance of duties relative to project layout, stake-out, and calculations, reports, and other data required by the contract documents at the following limits:

Professional Liability	Each Job site Limit	\$250,000.00
	General Aggregate Limit	\$500,000.00

3. LIABILITY OF CONTRACTOR:

Whenever the Contractor is required by the existing State, Federal, local or municipal law, ordinance rules or regulations or by any State, Federal, local or municipal law, ordinances, rules or regulations that may be enacted hereafter pertaining to the work to be done under this contract to secure any permits or licenses to carry on any operation or operations in connection with the performance of the contract and/or to act under the direction or supervision of the Engineer and/or Town of Elsmere employee in connection with any such operation or operations, the Contractor shall be solely liable for all suits, actions, costs and damages of every kind and description resulting or which may result directly or indirectly, from any such operation or operations and shall indemnify and save harmless the Town of Elsmere from any and all suits, actions, costs, and damages of every kind and description arising or which may arise, directly or indirectly from the said operation(s).

4. INDEMNIFICATION OF THE TOWN OF ELSMERE:

The Contractor shall indemnify, and save harmless the Town of Elsmere, its agents and employees from all suits, action, claims, demands, damages, losses, expenses, and/or costs of every kind and description to which the Town of Elsmere may be subjected or put by reason for injury (including death) to persons or property resulting from the manner or method employed by the Contractor, his agents, and employees, or subcontractors, or from neglect or default of the Contractor, his agents, and employees, or subcontractors in the performance of this contract or any part thereof or from,

by or on account of any act or such omission of the Contractor, his agents and employees or subcontractor and whether such suits, actions, claims, demands, damages, losses, expenses, and/or costs against suffered or sustained by the Town of Elsmere, his agents and employees, may become liable therefore, and the whole or so much of the monies due, or become due to the Contractor under this contract or any other contract as may be considered necessary by the Engineer may be retained by the Town of Elsmere until such suits or claims for damages shall have been settled or otherwise disposed of the satisfactory evidence to that effect furnished by the Engineer.

5. PERMITS, LICENSES, CHARGES, AND NOTICES:

The Contractor shall procure all permits and licenses, pay all royalties, charges and fees and give all notices necessary and incident to the due and lawful execution of the work.

6. ENGINEER MAY INCREASE OR DECREASE QUANTITIES:

The Engineer reserves the right to increase or diminish the quantity of any unit price item included in the Bid or Proposal, wherever he deems it advisable or necessary so to do, and such increase or diminution shall in no way vitiate the contract. The Contractor shall be paid for the actual quantity of authorized work done or materials furnished under any unit price item of the "Bid" or "Proposal" at the price bid stipulated for such item. In case the quantity of any item is increased as above provided, the Contractor shall not be entitled to any damages, or increased compensation over and above the price bid, and in case the quantity of any item is diminished as above provided, the Contractor shall not have any claim for damages on account of loss of anticipated profits or otherwise, because of such diminution. No payment for items that are not constructed or for items listed as "Contingency Items" will be paid unless such items are constructed and accepted.

7. EXTRA WORK:

The Contractors shall perform extra work, for which there is no quantity and price included in the contract, whenever, to complete fully the work contemplated, it is deemed necessary or desirable, by written authority of the Engineer, and such extra work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon previously, in writing, by the Contractor and the Engineer, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Engineer may order the Contractor to do such work on a "Force Account" basis.

8. FORCE ACCOUNT WORK:

All extra work done on a "Force Account" basis will be paid for in the following manner:

- A. For all labor and foreman in direct charge of the specification, the Contractor shall receive the rates of wage applicable to this contract, for each and every hour that said labor and foreman are actually engaged in work.
- B. For all materials used, the Contractor shall receive the actual cost of such materials, as shown by original receipted bills.

- C. An additional amount of twenty-five percent (25%) of the total cost of labor and materials of 1 and 2 above, shall be added to allow for profit and overhead of subcontractors and a Contractor.
- D. For any machine-powered tools or equipment and for any hauling equipment including fuel and lubricants, which it may be deemed necessary or desirable to use, the Engineer shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for each and every hour that said tools or equipment are in use on such work, and to its sum no percentage shall be added.
- E. The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a "Force Account" basis, and shall include superintendents, use of tools and equipment to which no rental is allowed, and profit. The Contractor's representative and the Inspector shall compare records of extra work on a "Force Account" basis at the end of each day. Copies of these records shall be made in duplicate, upon the Engineer's "Force Account" forms provided for this purpose by the Inspector and the Contractor's representative, one copy being forwarded respectively to the Engineer and the Contractor. All claims for extra work done on a "Force Account" basis shall be submitted to the Engineer by the Contractor upon certified triplicate statements, which shall also include the value of all material used in such work, and said statement shall be filed no later than the fifteenth (15th) day of the month following that in which the work was actually performed and shall include all labor charges, and material charges insofar as they can be verified.

Should the Contractor refuse or fail to execute the work as directed or submit his claim as required, then the Engineer may withhold payment of all current estimates until the Contractor's refusal or failure is eliminated, or after giving the Contractor due notice, the Engineer may make payment for said work on the basis or reasonable estimate of the value of the work performed.

On extra work as defined in this paragraph, the Contractor will be reimbursed for his expenditures for Workman's Compensation Insurance, Social Security taxes, and Unemployment Compensation covering the men actually engaged upon such work. No percentage will be added to such payments, but the Contractor shall be entitled to receive only the actual Public Liability Insurance, Social Security taxes and Unemployment Compensation. Such payments shall be based upon the prevailing standard insurance rates supported by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

9. EXTENSION OF TIME:

Should the Contractor allege to be delayed in the completion of the work by the act, neglect or default of the owner under the work, or by damage, caused by fire, flood, or other casualty for which the Contractor is not responsible, he may petition that the time fixed for completion of the

work will be extended for a period equivalent for the time lost by any of all that causes aforesaid, which extended period shall be determined and fixed by the Engineer, but no such allowance will be made unless a claim therefore is presented in writing to the Engineer within five (5) days of the occurrence of such delay, and then only when granted in writing with the signature of the Engineer.

10. TERMINATION; DELAYS; LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for additional cost incurred by the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize, in completing the work, any materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

If the work is not completed within the time stipulated, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner Liquidated Damages for each calendar day of delay, as set forth in the Form of Agreement, and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with Liquidated Damages for any delays in the completion of the work due:

- A. To any acts of the Government, including controls or restriction upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- B. To any acts of the Owner;
- C. To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and,
- D. To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs above.

Provided, however, that the Contractor promptly notified the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract,

the delay is properly excusable, the Owner shall extend the time of completing the work for a period of time commensurate with the period of excusable delay.

Should the completion of the work be delayed beyond the time herein specified for completion for any reason other than the act of neglect of the Owner, or an approved extension of time, the Contractor shall pay the Owner the actual engineering expenses incurred by the Owner as a result of such delay and the Owner may deduct such engineering costs from any payments due or to become due the Contractor.

11. UNAUTHORIZED WORK:

Work done beyond the lines and grades shown on the plans or as given, except as herein provided, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be measured by the Engineer or paid for by the Town of Elsmere. Work so done may be ordered removed and replaced by the Engineer at the Contractor's expense.

12. EXECUTION OF WORK:

The Contractor shall begin work to be performed under the contract within times stipulated within the Work Schedule. The place where the work is to be started will be designated on the ground by the Engineer. The work shall be executed from as many different points, in such time as may be directed and shall be conducted in such a manner and with sufficient materials, equipment, and labor as is considered necessary to ensure its completion within the time set forth in the contract.

Should the execution of the work for any reason be discontinued by the Contractor with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

13. COOPERATION OF CONTRACTOR AND REPRESENTATIVE:

The Contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Engineer in every way possible. The Contractor shall have at all times competent and reliable English-speaking representatives on work authorized to receive orders and act for him.

14. LAWS TO BE OBSERVED:

The Contractor at all times shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules, regulations in any manner affecting the work, and all such orders or decrees as exist at present and those which may be enacted later, or bodies or tribunals having any jurisdiction or authority over the work and shall indemnify and save harmless the Town of Elsmere and all its officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, rule, order or decree, whether such violations by the Contractor, or any subcontractor, or any of their agents, and/or employees.

15. SANITARY PROVISION:

The Contractor shall provide and maintain in a neat, sanitary condition such sanitary conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance.

16. WATER SUPPLY:

The Contractor shall provide and maintain water supplies and accommodations for the work contemplated and for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. Water from hydrants is not free and the Contractor shall contact Artesian Water Company to make arrangements as necessary.

17. PUBLIC CONVENIENCE AND SAFETY:

The Contractor at all times shall conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience of the general public and of the residents and occupants of property along and adjacent to the work shall be provided for in an adequate and satisfactory manner. Materials stored upon highway shall be placed so as to cause as little obstruction to the traveling public as is considered necessary. Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times, and no material or obstruction shall be placed within fifteen (15) feet of any hydrant. Footways and portions of highways and streams adjoining the work under construction shall not be obstructed more than is absolutely necessary. All gutters and sewer inlets shall be kept unobstructed at all times. In no case, shall any traveled through fare be closed without permission of the Engineer.

18. MAINTENANCE OF TRAFFIC:

The Contractor shall submit a maintenance of traffic plan for approval by the Engineer seven (7) days prior to start of work. The maintenance of traffic plan shall contain only approved traffic control devices and methods of operation in accordance with the State of Delaware Manual on Traffic Control for Street Highway Construction and Maintenance Operations. The Contractor shall not perform any work until the maintenance of traffic plan has been approved in writing by the Engineer.

The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the work and shall use every precaution necessary to prevent damage or injury to property or persons. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent witnesses or otherwise referenced their location, and shall not remove them until directed. The Contractor shall not willfully nor maliciously injure or destroy trees or shrubs and shall not remove or cut them without proper authority. He shall be strictly responsible for any and all damage or injury of every kind and description, which directly or indirectly may be done to any property or sustained by all persons during the execution of the work resulting from any wrongdoing, misconduct, want

of skill, or any negligence of himself or his agents and or employees, or at any time due to defective work or materials. Where or when any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on part of the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to make good such damage or injury, the Engineer may, upon three (3) days notice proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof may be deducted from any moneys due or which may become due to the Contractor under this contract.

19. DAMAGE TO UTILITIES:

Should the Contractor or his workmen in the execution of this Contract cause damage to any underground construction, such as water, telephone, electric, and other conduit, such damage shall be repaired or replaced by the Contractor at his own expense and under the direction of the Engineer or such repairs to the damaged utility or utilities may be made by employees of the respective utility company or companies whose underground structure was damaged by the Contractor or his workman and such costs for these repairs shall be paid by the Contractor.

20. CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the final acceptance of all work as indicated in writing by the Engineer, it shall be under the charge and care of the Contractor, and he shall take every precaution against the destruction, injury or damage to the work or to any part thereof by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all destruction of, injuries or damage to the work, or any portion thereof, occasioned by any of the above causes before its final completion and acceptance as indicated in writing by the Engineer.

21. SUPERVISION BY ENGINEER:

The work is to be carried out under the supervision of the Engineer or his representative to his entire satisfaction. The work and material shall be strictly of the best quality of the kinds specified herein, and should any work or materials other than those specified as shown be introduced into construction of the work, the Engineer, or his authorized agent, shall have full power to reject them, and they shall be removed from the premises within three (3) days by the Contractor after being notified to do so.

22. AUTHORITY OF ENGINEER:

The Engineer shall in all cases determine the quantity, quality, acceptability of the work and materials which are to be paid for under this contract and shall decide all questions in relations to said work and the performance thereof; and shall, in all cases, decide questions which may arise relative to the fulfillment of the Contract to the obligations of the Contractor thereunder.

23. AUTHORITY AND DUTIES OF INSPECTORS:

Inspectors employed by the Owner shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part of the work to the preparation or manufacture of the materials to be used. An Inspector will be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and the work performed by the Contractor fails to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor any such failure or other default, but no inspection, nor any failure to inspect, any time or place, however, shall relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, to approve or accept any portion of the work, nor interfere with the management of the work by the Contractor. Any instructions which the Inspector may give the Contractor shall in no way be construed as binding by the Engineer or the Town of Elsmere in any way, nor release the Contractor from the fulfillment of the terms of the contract.

24. INSPECTION OF MATERIALS AND WORK:

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove and/or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, removing, replacing the covering, and/or making good the parts removed shall be paid for, but should the work exposed or examined prove unacceptable, either in whole or in part, the uncovering, removing, replacing of the covering and/or making good of the parts removed, shall be at the Contractor's expense.

25. DEFECTIVE MATERIALS AND WORK:

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials whether in place or not, shall be rejected and shall be removed immediately from the work unless otherwise permitted. No material that has been rejected, the effects of which have been corrected or removed, shall be used until approval has been given. All work that has been rejected or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense.

26. FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK:

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of these specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials of work to be removed and renewed for such repair to be made at the Contractor's expense. Any expense

incurred by the Town of Elsmere in the making these removals, renewals, or repairs, which the contractor has failed or refused to make, shall be paid out of the moneys due or which are to become due to the Contractor, or may be charged against the "Contract Bond" deposited; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs, removals, and renewals promptly, fully, and in an acceptable manner shall be sufficient cause for the Town of Elsmere to declare the contract forfeited, in which case the Town of Elsmere, at its option may perform the work, or may contract with any other individual, firm, or corporation to perform the work. All expenses incurred hereby shall be charged against the defaulting contractor, and the amount thereof deducted from any moneys due or to become due him and/or shall be charged against the "Contract Bond" deposited. The performance of any work by the Town of Elsmere and/or others specified shall not relieve the contractor in any way from his responsibilities under this contract.

27. CLEANING UP:

The Contractor shall at his own expense, keep the sites of his operations clean during the construction and remove all rubbish as it accumulates.

Upon failure of the Contractor to keep sites of his operation clean to the satisfaction of the Engineer, the Town of Elsmere may upon twenty-four (24) hours notice to the Contractor, remove any rubbish, materials, earth, etc., which the Engineer may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any moneys that may be due him.

28. TEMPORARY SUSPENSION OF WORK:

The Engineer shall have the authority to suspend the work, wholly or in part, for such a period or periods as he may deem necessary, due to unsuitable weather, or such other conditions considered unfavorable for the suitable prosecution of the work or for such time as is necessarily due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every precaution to prevent destruction, damage, or deterioration of the work performed, to provide suitable roof drainage, and erect temporary cover where necessary. The Contractor shall not suspend the work without authority. Neither the failure of the Engineer to notify the Contractor to suspend work on account of bad weather, or other unfavorable conditions nor permission by the Engineer to continue work during bad weather or other unfavorable conditions, shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

29. ANNULMENT OF CONTRACT:

If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient materials to insure the proper completion of said work, except in cases for which an extension of time provided, or perform the work suitably, or neglect or refuse to promptly remove materials, or again promptly perform such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or solvency, or any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an

assignment for the benefit of creditors or shall fail to make prompt payment for all sub-contractors and/or material, for material and/or labor supplied, or shall persistently disregard any State, Federal, local, or municipal laws, ordinances, rules or regulations pertaining to the work, or shall disregard the instructions of the engineer, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice in writing, mailed to the Contractor and/or Surety of such delay, neglect, default, specifying same, and if the Contractor within the period of three (3) days after such written notice is mailed, shall not proceed in accordance with the same, then the Town of Elsmere shall upon written certification from the Engineer of the fact of such delay, neglect, default and the Contractor's failure to comply with such notice, have full power and authority without prejudice to any of its other rights or remedies and without violating the contract, to terminate the employment of said Contractor and to take prosecution of the work out of the hands of said Contractor and to take possession of the premises and to appropriate the use of any or all materials, appliances, and equipment on the premises and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in its opinion, shall be deemed expedient and necessary for the completion of said contract in accordance with the plans and specification, and within such time as in the judgment of the Town of Elsmere, the public interests may require. In the event of any of the aforesaid circumstances arising at any time or times, the Town of Elsmere shall have the right to withhold, without the payment of interest, any sum or sums of money due or to become due to the Contractor until the interest of the Town of Elsmere has been fully protected to the satisfaction of the Engineer. All costs and expenses incurred by the Town of Elsmere together with the cost of completing the work under the contract, including the cost of additional material and administrative services, if any, shall be deducted from the moneys due or which may become due said Contractor. In the case of expense so incurred by the Town of Elsmere being less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under the contract, Contractor and/or Surety shall be liable therefore, and shall pay the amount of the difference to the Town of Elsmere within ten (10) days after the written notice is mailed to the Contractor and/or Surety. The expense, loss, or damage, including the cost of additional managerial and administrative services, if, any, incurred by the Town of Elsmere through the Contractor's defaults shall be certified by the Engineer, and such certification shall be conclusive and recognized and accepted as the correct amount of the loss sustained by the Town of Elsmere and all parties concerned.

30. MEASUREMENT OF QUANTITIES:

Any work completed under the contract that requires measurement shall be measured by the Engineer or his representative according to the United States Standards of Measures.

31. MATERIALS AND WORK NOT PAID FOR BY THE CONTRACTOR:

When written notice is given to the Engineer, before or within ten (10) days after the completion and conditional acceptance of the entire work under the contract, that there is money due and unpaid for any work or materials associated with this contract, the Contractor shall furnish the Engineer with satisfactory evidence that said money has been fully paid or satisfactorily secured by him. In case such evidence is not furnished as aforesaid, such amounts as may be necessary to meet the claims of the persons or aforesaid may be retained from any moneys due the contractor

under the contract until the liabilities aforesaid shall be fully discharged or such notices withdrawn. The Town of Elsmere or the Engineer may also, with the written consent of the Contractor, use any money retained, due on both labor and materials for work, for which claims have been filed in the office of the Engineer.

32. NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS:

The Town of Elsmere, or the Engineer, shall not be precluded or estopped by any measurement, estimate or certifications made or given by them or by any agent or employee of the Town of Elsmere, under any provision or provisions of the contract, at any time, either before or after the completion and acceptance of the work and payment, therefore, pursuant to any measurement, estimate or certificate from showing the true and correct amount and character of the work performed and materials furnished by the Contractor or from showing at any time that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular, or that the work or the materials, or any part thereof, do not conform in fact to specifications and contract, and the Engineer shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurement, estimate, or certificate or payment be found or be known to be inconsistent with the terms of the contract, or otherwise improperly given. The Town of Elsmere shall not be precluded and estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith from demanding and recovering from the Contractor and his Surety such damages as it may sustain by reason of his failure to comply with terms of the specifications and contract. Neither the acceptance by the Town of Elsmere, the Engineer, or any agent or employee of the Town of Elsmere, nor any certificate by the Town of Elsmere for payment of money, nor any payment for, nor acceptance or use of the whole or any part of the work by the Town of Elsmere or the Engineer, nor any extension of time, nor any possession taken by the Town of Elsmere or its employees, shall operate as a waiver of any portion of the contract, or of any power herein reserved by the Town of Elsmere, or any right to damages herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

33. SUBCONTRACTORS:

The Contractor shall give his personal attention to the faithful performance of the work, shall keep the same under his control, and shall not assign the contract by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Engineer; he shall state to the Engineer in writing the name of each subcontractor he intends employing, the portion of work which he is to do or the materials which he is to furnish, his place of business and such other information as the Engineer may require, in order to know whether or not subcontractors are reputable and reliable and able to perform the work or to furnish the material as called for in the specifications. No subcontractor shall be engaged upon any branch of the work, who is not thoroughly practical and responsible, at the time of making this contract, to conduct business in the particular branch of trade of which he is employed. The Contractor shall not, either legally or equitably, assign any of the money payable under the contract, or his claims thereto, unless by and with the consent of the Engineer. The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor or subcontractors fail to perform in a satisfactory manner the work undertaken by him or them. The Contractor agrees that he is fully responsible to the Town of Elsmere for the acts or omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly

or indirectly employed by him. Subcontracts, if any, shall be let promptly after the signing of the contract. Subcontractors' names must be included in the Proposal form.

Nothing constrained in the contract shall create any contractual relation between any subcontractor and the Town of Elsmere.

The Contractor shall furnish the Town of Elsmere with a written list of all subcontractors, if any, to be used in connection with this contract. The Town of Elsmere reserves the right to reject the use of any subcontractors for any reason whatsoever.

34. CLAIMS TO BE MADE PROMPTLY:

Should the Contractor be in the opinion, at any time, that he is entitled to any additional compensation whatsoever, (over and above the compensation stipulated in these contract documents or for quantities and/or amounts over and above the quantities and/or amounts allowed or approved by the Engineer) the damages, losses, costs, and/or expenses to have been sustained, suffered, or incurred by him in connection with the project herein contemplated, he shall in each instance within five (5) days after such alleged damages, losses, costs, and/or expenses shall be sustained, suffered, or incurred, make a written claim therefore to the Engineer. On or before the fifteenth (15th) day of the calendar month succeeding that in which such damages, losses, costs, and/or expenses shall have been sustained, suffered, or incurred, the Contractor shall file with the Engineer a written itemized statement of the detailed amounts of each such claim or damages, losses, costs, and/or expenses, unless such claim for such additional compensation shall be held and taken to be absolutely invalidated, and he shall not be entitled to any compensation on the account of each such alleged damage, loss, cost, and/or expense. The provisions of this section shall be held and taken to constitute a condition precedent to the right of the Contractor to recover; they shall also apply to all claims by the Contractor in anywise relating to the complete project; and even though the claims and/or work involved may be regarded as "outside the Contract". It is understood and agreed, however, that nothing in this section contained shall be held or taken to enlarge in anyway the rights of the Contractor or the obligations of the Town of Elsmere under these documents.

35. EXTRA WORK A PART OF THE CONTRACT:

No order for extra work nor the doing of any extra work, at any time or place shall in any manner or to any extent relieve the Contractor, or the Surety of his bond, from any of their obligations under the contract documents; all extra work orders being given and all extra work being done, under, and in accordance with the contract, is to be considered a part of the same, subject to each and every one of the terms and requirements of the contract documents, and fully covered by the bond furnished by the Contractor.

36. SCOPE OF PAYMENT:

The Contractor shall receive and accept the compensation, as provided in the Bid or Proposal, in full payment for furnishing all materials, labor, tools and equipment and for performing all work contemplated and embraced under the contract, also for all loss or damages arising out of the nature of the work, or from the action of the element or from any unforeseen difficulties or obstructions, which may arise or be encountered during the prosecution of the work, until its final

acceptance by the Town of Elsmere, and for risks of every description connected with the prosecution of the work, until its final acceptance by the Town of Elsmere, and for all risks of every description connected with the prosecution of the work, also for all expenses incurred by, or in the consequence of the suspension or discontinuance of the prosecution of the work as herein specified and for any actual or alleged infringement of patent, trade name, or copyright and for completing the work and the whole thereof, in an acceptable manner according to the plans and specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way prejudice, or affect the obligations of the Contractor, at his own cost and expense, to renew or replace any defects and imperfections in the construction of the work or in the strength of the quality of materials used in appurtenances, as well as all damages due or attributable to such defects, which defects, imperfections, or damages shall be discovered on or before the final inspection and acceptance of the work, and of which defect, imperfection, or damages, the Engineer shall be the judge, and the said Contractor shall be liable to the Town of Elsmere for failure so to do.

37. PARTIAL PAYMENTS:

The Engineer will make current estimates in writing, once each month, of the materials in place complete and accepted, and the amount of work performed in accordance with the contract, during the preceding month or period and the value thereof figured at the unit prices of the contract, and in case of lump sum items, figured on the basis of the schedule to be agreed upon, as thereafter provided for.

From the total of the amounts so ascertained will be deducted an amount equivalent to ten (10%) percent of the whole to be retained by the Town of Elsmere. Ten percent (10%) will be retained on all Contractor's invoices until the project has reached 50% completion. At that time the retainage shall be reduced to five percent (5%).

38. CONDITIONAL ACCEPTANCE:

Whenever, in the opinion of the Engineer, the Contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the Engineer shall make an inspection of the entire work, and upon inspection and acceptance, completion of all repairs or renewals which may appear, in the judgment of the Engineer, at the time to be necessary, he shall certify to the Owner in writing as to said completion and as to the value thereof. The aforesaid certificate shall be held and taken to evidence the conditional acceptance of the entire work by the Owner as of the date thereof. The Town of Elsmere shall continue to reserve and retain five percent (5%) for a period of six (6) months from and after the date of such certificate and conditional acceptance and the Town of Elsmere shall be authorized to apply the whole of any part of the said five percent (5%) so retained to any and all cost of repairs and renewals of the work and appurtenance which may become necessary, in the judgment of the Engineer, during such period of six (6) months on account of any failure or defects in the work, if the Contractor shall fail to make such repairs or renewals within three (3) days after receiving notice from the Town of Elsmere to do so.

39. FINAL ACCEPTANCE AND PAYMENT:

The Engineer shall make final inspection of the entire work and upon confirmation of all repairs and renewals which may appear, in the judgment of the Engineer, at that time to be necessary, he shall certify to the Owner in writing as to the final acceptance of the entire project. The Owner, upon receipt and approval of said certificate, shall pay, or cause to be paid, all sums due under the contract, except such sums which have already been paid and except such sum or sums as may have been expended by the Owner under the provisions of the contract documents and less any other deductions the Owners may be otherwise entitled to make.

The last mentioned certificate issued by the Engineer shall be deemed and accepted by all the parties hereto as evidence of the final completion and acceptance of the entire project, and the payment made by the Owner to the Contractor pursuant to the issuance of said certificate of final completion and acceptance shall be deemed to be accepted by all of the parties hereto as the final payment to be made by the Owner to the Contractor, all prior certificates or estimates upon which payments may have been made being partial estimates and subject to correction in said final payment;

40. LAST PAYMENT TO TERMINATE LIABILITY TO THE OWNER:

The acceptance by the Contractor of the final payment shall operate as and be a release to the Owner and every agent thereof from all claims and liabilities to the Contractor for anything done or furnished or relating to the work, or for any act or neglect of the Owner or any persons relating to or affecting this work.

41. NO LIMITATION OF LIABILITY:

It is understood and agreed that any and all duties liabilities, and/or obligations imposed upon or assumed by the Contractor and the surety, or either of them by or under the contract documents, shall be taken and construed to be cumulative, and that the mention of any specific duty, liability, or obligation to be imposed upon or assumed by the Contractor and/or Surety under the contract documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities and/or obligations imposed upon or assumed by the Contractor and/or Surety by or under the contract documents.

42. REMEDIES CUMULATIVE:

All remedies provided in the contract documents shall be taken and construed to be cumulative; that is, in addition to any and all other remedies provided therein and to any remedies in law of equity which the Town of Elsmere would have in any case.

43. LEGAL ADDRESS:

The address given in the bid or proposals is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Engineer. The delivering of such legal address or the depositing in any post office, in a post-paid, registered wrapper direct to the above mentioned address of any notice, letter, other communication to the Contractor, shall be deemed to be a legal and sufficient service thereof.

44. CONTRACTOR'S EXPENSE:

All things required by the contract documents to be done, furnished, and/or installed shall be done, furnished, and/or installed by the Contractor at his entire cost and expense, unless otherwise provided therein.

45. ACCESS TO WORK:

The Engineer or his representative may at any time enter upon the work and the premises used by the Contractor, and the Contractor shall provide proper and safe facilities by means of ladders or otherwise to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required by the Engineer.

46. GUARANTEE:

The Contractor hereby guarantees all work performed under this contract for a period of eighteen (18) months from the date of the "Final Acceptance and Payment" thereof by the Town of Elsmere as follows:

- A. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- B. That the work performed under this contract, including all mechanical and electrical equipment and appurtenances, and each and every part thereof, shall operate (with proper care and maintenance) in a satisfactory and efficient manner and in accordance with the requirements of these contract documents.

The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct, or repair, without cost to the Town of Elsmere, any work which may be found to be improper or imperfect and/or which does not operate in a satisfactory manner or fails to perform as specified.

The guarantee obligations assumed by the Contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the Town of Elsmere or any articles, materials, means, combinations, or things used or to be used in the construction, performance, completion of the work or any part thereof.

No use or acceptance by the Town of Elsmere of the work or any part thereof nor any failure to use the same, nor any repairs, adjustments, replacements, or corrections made by the Town of Elsmere due to the Contractor's failure to comply with any of his obligations assumed under these contract documents, shall impair, in any way, the guarantee obligations of the Contractor under these documents.

47. STATUTES REGULATING PUBLIC WORK:

As required by law regulating contracts for public work, the Contractor agrees:

- (a) To accept, insofar as the work covered by this contract is concerned, the provisions of the Workmen's Compensation Act of 1915, and any supplements or amendments thereto, which may hereafter be passed, and that the said Contractor will insure his liability thereunder, or file with the State of Delaware, or the municipal corporation or board with whom the contract is made, a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry, in accordance with provisions of the State of Delaware, and all other provisions of the Workmen's Compensation Law now in force. Proof that the said Contractor shall have accepted the Workmen's Compensation Act of 1915, its supplements and amendments and shall have insured his liability thereunder, or shall have issued him a certificate of exemption for insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry shall be produced to the owner before the execution of any contract for the work therein designated.
- (b) To accept and abide by the provisions of the State of Delaware, referring to racial discrimination, and;
- (c) To abide by the provisions of all other laws, State and Federal, regulating public work, the furnishing of materials and contractors for the performance thereof now in force or which may hereafter be passed.

48. DRUG AND ALCOHOL POLICY

Any contractor working for the Town of Elsmere who uses Commercial Drivers License (CDL) drivers to perform work for the Town of Elsmere shall provide to the Town of Elsmere, prior to doing any work, a notarized affidavit certifying that the contractor's employees covered by the DOT CDL regulations are participating in a valid Drug and Alcohol Testing Program, and shall submit to the Town of Elsmere a copy of the contractor's most recent DOT reporting form setting forth test results.

49. CONFLICT WITH FEDERAL STATUTES OR REGULATIONS:

If any provision of this chapter conflicts or is inconsistent with any statute, rule or regulation of the Federal Government applicable to a project of activity the cost of which is to be paid or reimbursed in whole or in part, by the Federal Government, and due to such conflict or inconsistency the availability of Federal funds may be jeopardized, such provision shall not apply to such project or activity.

IV. SPECIFICATIONS

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<u>Item</u>	<u>Description</u>	<u>Page No.</u>
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2.	Scope of Work	SP-2
3.	Alternates	SP-2
4.	Plans	SP-2
5.	Standard Specifications	SP-2
B. SPECIAL PROVISIONS		SP-3 through SP-4
C. TECHNICAL SPECIFICATIONS:		TS-1 through TS-21

SPECIFICATIONS

A. GENERAL:

1. Location:

This project is designated as “MAPLE AVENUE PARK IMPROVEMENTS.” The work is located at the intersection of Maple Avenue and Cypress Street, in the Town of Elsmere, Delaware.

2. Scope of Work:

The work under this contract includes removing existing pavement and curb, regrading the and repaving existing parking lot, sidewalk, ADA ramps, curb, basketball nets, benches and other amenities, and restoration of the disturbed area.

3. Alternates

All park amenities (benches, basketball nets, trash cans, etc.) are add alternates.

4. Plans

See Schedule of Drawings

5. Standard Specifications:

DelDOT Standard Specifications for Road and Bridge Construction,, January 2024, with any and all Supplemental Specifications and addenda (referred to as the Standard Specifications throughout this document) shall apply, and are hereby made part of this contract with the same effect as if attached or set forth at length herein.

DelDOT Standard Details Drawings shall govern the details required for construction of curbs, gutters, sidewalks, drainage inlets, manholes, junction boxes, etc. unless otherwise required in the Specifications or detail drawings, except where such drawings are provided in the contract documents.

In case of a discrepancy between the specifications, plans, general provisions, or standard specifications, the following order of precedence shall prevail:

- First Priority - Special Provisions and Technical Specifications
- Second Priority - Plans
- Third Priority - General Provisions
- Fourth Priority - Standard Specifications and Details

B. SPECIAL PROVISIONS:

1. Bidders shall visit and carefully examine the site, noting all existing conditions and difficulties before execution of work.
2. All material removed from the construction areas in conjunction with construction requirements shall be salvaged and retained by the Contractor or disposed of legally off-site.
3. In addition to the work described in these specifications the Contractor shall perform any and all other minor miscellaneous improvements indicated on the plans.
4. The Town makes no guarantee of the exact locations or conditions which will be found to exist. Notwithstanding any other provisions of this contract, the Contractor shall not proceed with his work until he shall have conferred with the utility companies and the municipal authorities in an effort to secure exact locations. The contractor shall not begin any construction around or immediately adjacent to utilities without notifying their owner at least 48 hours in advance. (Miss Utility 1-800-282-8555).

Any damage to utilities services must be repaired at the Contractor's expense. Such damage shall be reported and repaired immediately.

The following utilities have facilities involved in the construction of this project:

Delmarva (gas and electric)
Department of Public Works, New Castle County
(sanitary sewer)
Water Department, Artesian Water (water)
Verizon (telephone)
Comcast Cablevision (cable television)
MCI Worldcom (communications)

5. The Contractor and/or his sub-contractor shall verify all measurements. No extra charge or compensation will be allowed because of differences between actual measurements and dimensions. Any differences found shall be submitted for decision before proceeding with the work.
6. The contractor shall be responsible for keeping the project site neat, clean and orderly at all times. Any unsightly and/or unsanitary conditions shall be corrected as soon as it is practical. If the Contractor allows any such conditions to continue after it has been called to his attention, the Town shall have the right to remedy same at the Contractor's expense.
7. The Contractor shall protect all adjoining and nearby buildings, equipment, all utilities, structures, fences, trees and shrubbery, etc., from damage due to excavation, demolition

and construction during the entire construction period. Any damage caused directly or indirectly will be repaired at the Contractor's expense.

8. The Contractor shall guarantee all materials and workmanship against original defects, or against injury from proper and usual wear when used for the purpose intended, for one year after completion of the work and its acceptance. The starting date for the guarantee period for each and every item is the date of the final inspection by the Engineer and the Town; except that the guarantee period for any item of work not fully completed and accepted for use at the date of final inspection shall not start until such date as the Engineer certifies that the item is fully complete and satisfactory. Defects appearing during the period of guarantee shall be made good by the Contractor at his expense upon the demand of the Town.
9. The work included in these specifications shall be performed in compliance with all applicable codes, laws and ordinances by the Town of Elsmere, State of Delaware, U.S. Government or any other jurisdictional agency. The material, equipment and workmanship required by such regulations shall be provided by the Contractor whether or not specifically noted herein or shown on the plans.
10. All work done under this contract shall conform to the regulations of the Occupational Safety and Health Act of 1970 and its provisions and amendments.
11. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not is it specifically stated. Work, materials or equipment described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
12. The Contractor shall minimize erosion of the disturbed construction areas and shall prevent sediment from entering watercourses. The Contractor shall comply with all applicable Federal, State and Local regulations pertaining to sediment and erosion control.
13. Temporary Toilet Facilities:

The contractor shall provide and maintain an adequate number of toilets with proper enclosures. Toilet facilities shall be an approved prefabricated chemical type.
14. Use of Premises:

Equipment and materials shall be confined to the area of work. Materials shall be stored in neat piles, with appropriate barricades (if stored in the public right of way), and in case of theft, material that disappears shall be replaced at the contractor's expense.

TECHNICAL SPECIFICATIONS
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8	Erosion and Sediment Controls	TS-12
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	9.4 Basketball Net	
	9.5 Court Painting	

Item 1
Bituminous Concrete Pavement

1. Description

1.1 Pavement Restoration

This item shall consist of milling 1 ½” off the existing pavement surface, placing, grading and compacting the resulting millings, providing, placing and compacting additional graded aggregate base course as needed to achieve the proposed pavement subgrade, and placing Types B and C asphalt as shown on the plans and details.

1.2 Base Repair

This item shall consist of saw cutting a vertical edge around the perimeter of an area of degraded pavement, excavating broken asphalt and stone base to a depth of 8” below existing grade, and backfilling the excavation with compacted graded aggregate base course.

1.3 Pavement Removal

This item shall consist of sawcutting and removing existing asphalt pavement and stone base to a depth of 8” below existing grade, backfilling with topsoil, and seeding.

2. Materials

- a. Bituminous Concrete Pavement shall conform to "DelDOT Specifications" Section 401 and shall be obtained from a DelDOT approved plant.
- b. Graded Aggregate Base Course shall conform to DelDOT Specifications Section 1005

3. Construction Methods

- a. Construction methods, including bituminous concrete plant and equipment requirements, bituminous concrete pavers, vehicles, and rollers shall conform to "DelDOT Specifications" Section 401.
- b. Construction methods and equipment for milling shall conform to “DelDOT Specifications” Section 760.
- c. Material tickets shall be provided to the engineer with every delivery.
- d. Overall, the intent is to mill the surface off the existing pavement, change subgrade elevation, then repave. The eastern portion of the existing parking lot is

Town of Elsmere
Maple Avenue Park Improvements

staying at the same elevation, and will just be overlaid with Type C asphalt. The western end of the parking lot is being raised 6 to 8 inches. The millings are to be used as fill, supplemented as required with graded aggregate base course provided by the contractor, to construct the subgrade necessary for the proposed pavement grades. Actual pavement section placed will vary with location, but in no instance be less than 1 ½" of Type C asphalt.

- e. Contractor is to coordinate installation of any concrete foundations for Add Alternate amenities with paving.
- f. Asphalt to be placed in accordance with the requirements of Section 401 of the Standard Specifications.
- g. No tack coat will be required for overlay, as long as the asphalt being overlaid has been in place for 3 calendar days or less.

4. Method of Measurement

4.1 Pavement Restoration

This is a Lump Sum contract. No measurement will be taken for Pavement Restoration

4.2 Base Repair

This is a Lump Sum contract. No measurement will be taken for Base Repair

4.3 Pavement Removal

This is a Lump Sum contract. No measurement will be taken for Pavement Removal

5. Basis of payment

4.4 Pavement Restoration

Payment for the Pavement Restoration shown on the plans will be made as part of the lump sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

4.5 Base Repair

Payment for the Base Repair shown on the plans will be made as part of the lump sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

Town of Elsmere
Maple Avenue Park Improvements

4.6 Pavement Removal

Payment for the Base Repair shown on the plans will be made as part of the lump sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

END ITEM 1

Item 2
Excavation and Demolition

1. Description

This item shall consist of sawcutting and removal of existing asphalt and concrete pavement, removal of underlying materials to the subgrade required by the proposed construction, removal of signs, basketball nets, curb, and other incidental demolition and excavation required to complete the work. Contractor is responsible for disposing of all excavated material and demolition debris in a legal manner.

“DelDOT Specifications” Sections 201: Clearing and Grubbing, 202: Excavation and Embankment, and 211: Removal of Structures and Obstructions shall apply to this item.

2. Materials

N/A

3. Construction Methods

Asphalt and/or concrete to be removed shall be sawcut to provide a straight clean edge for the new material to butt up against.

4. Method of Measurement

This is a Lump Sum contract. No measurement will be taken.

5. Basis of payment

Payment for the scope Excavation and Demolition shown on the plans will be made as part of the lump sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

END ITEM 2

Item 3
Portland Cement Concrete Integral Curb and Gutter

1. Description

This item shall consist of the removal and replacement of existing Portland Cement Integral Concrete Curb and Gutter, and shall include removing the existing curb and gutter and base, preparing the subgrade, placing 6" of Graded Aggregate Base Course, and constructing the Portland Cement Concrete Integral Curb and Gutter as shown on the Drawings.

"DelDOT Specifications" Section 701: P.C.C. Curb, Integral P.C.C. Curb, Monolithic Median, and Curb Openings shall apply to this item.

2. Materials

Concrete shall conform to the requirements of "DelDOT Specifications" Section 1022.

3. Construction Methods

Construction methods for curb removal shall conform to the requirements of Section 211 of the "DelDOT Specifications."

4. Method of Measurement

This is a Lump Sum contract. No measurement will be taken.

5. Basis of payment

Payment for the scope Portland Cement Concrete Integral Curb and Gutter shown on the plans will be made as part of the lump sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

END ITEM 3

Item 4
Portland Cement Concrete Sidewalk

1. Description

This item shall consist of saw-cutting and removing the existing sidewalk, base, and subgrade to the proposed subgrade elevation, and constructing a Portland cement concrete sidewalk, on a 4" of DE #57 stone, in accordance with these specifications. Any and all minor regrading, restoration, topsoiling, seeding and matting of adjacent vegetated areas is considered incidental to the work.

"DelDOT Specifications" Section 705: PCC Sidewalk, Pedestrian Connections, and Detectable Warning Surface shall apply to this item.

2. Materials

Concrete shall conform to the requirements of "DelDOT Specifications" Section 705.2.a

3. Construction Methods

- a. Constructions methods for sidewalks shall conform to the requirements of "DelDOT Specifications" Section 705.
- b. Maximum Cross slope of 2%
- c. Proposed 5' wide sidewalk is to taper, over a distance of 5 feet, to match the width of the existing sidewalk at the limits of work.

4. Method of Measurement

This is a Lump Sum contract. No measurement will be taken for the work shown on the plans.

5. Basis of payment

Payment for the Portland Cement Concrete Sidewalk shown on the plans will be made as part of the Lump Sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

END ITEM 4

Item 5
Striping, Signage, and Parking Bumpers

1. Description

This item shall consist of striping parking spaces in completed parking lot, and installation of parking bumpers. This item shall also include installing handicap / park signs as well as relocating and/or re-installing traffic signs as noted on the drawings or as directed in the field.

“DelDOT Specifications” Section 817: Pavement Markings and Section 819: Sign Posts shall apply to this item, except where noted.

2. Materials

- a. Pavement markings for parking space striping shall consist of white waterborne pavement marking paint, approved by DelDOT in accordance with “DelDOT Specifications” Section 817. Pavement markings for ADA space striping shall be blue waterborne pavement marking paint markings approved by DelDOT in accordance with Section 817.
- b. Road signs shall conform with the requirements of the latest addition of the Delaware Department of Transportation “Delaware Manual of Uniform Traffic Control Devices (MUTCD).”
- d. Handicap parking signs shall match the detail on the plans, and be installed no less than 60” above grade.

3. Construction Methods

- a. Pavement marking equipment and installation shall conform to Section 817 of the “DelDOT Specification.” .
- b. All markings shall comply with the Manual on Uniform Traffic Control Devices, the Delaware Manual on Traffic Controls for Street and Highway Construction and Maintenance.
- c. Signs shall be installed in accordance with “DelDOT Specifications” Section 819.

4. Method of Measurement

This is a Lump Sum contract. No measurement will be taken.

Town of Elsmere
Maple Avenue Park Improvements

5. Basis of payment

Payment for the scope of work shown on the plans will be made as part of the lump sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

END ITEM 5

Item 6
Restoration

1. Description

This item shall consist of restoring grassed surfaces disturbed by construction. This item shall include, but not be limited to, rough and finished grading; furnishing and placing 4” of topsoil; furnishing and placing lime, fertilizer, and seed; and furnishing and placing straw matting over all seeded areas.

“DelDOT Specifications” Section 908 Soil Stabilization Practices shall apply to this item.

2. Materials

- a. Topsoil shall conform to “DelDOT Specifications” Section 908.2.A
- b. Seed, soil supplements, and fertilizer shall conform to "DelDOT Specifications" Section 908.2.C for Permanent Grass Seeding – Subdivisions.
- c. Straw matting shall be North American Green S150-BN or approved equal.

3. Construction Methods

- a. Topsoil shall be placed in accordance with "DelDOT Specifications" Section 908. Topsoil shall be spread to an uncompacted depth of four inches after or concurrent with final grading activities. All newly placed topsoil areas shall receive vegetative treatment within one day following topsoil placement.
- b. All disturbed areas where activity has ceased shall be seeded and mulched within four (4) calendar days.
- c. Seedbed preparation and seeding shall be in accordance with “DelDOT Specifications Section 908.
- d. Straw matting shall be installed in accordance with the manufacturer’s recommendations.

4. Method of Measurement

This is a Lump Sum contract. No measurement will be taken.

5. Basis of payment

Payment for the scope of work shown on the plans will be made as part of the lump sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

END ITEM 6

Item 7
Manhole Adjustment

1. Description

This item consists of adjusting the rim elevation of an existing New Castle County sanitary sewer manhole to match proposed pavement grade.

DelDOT Specifications Section 711 shall apply to this Section.

2. Materials

Grade adjustment rings will comply with New Castle County Standards. Brick will not be allowed.

The existing manhole frame and cover are to be salvaged and re-used.

Joints between frame and grade ring, and between grade ring and cone shall be sealed with two, one half inch beads, of an adhesive sealant conforming to ASTM D3498 and suitable for use with masonry rubber and metal materials.

Concrete for the collar shall be Class A (4,500 psi)

3. Construction Methods

Remove existing frame and cover, clean residual concrete/sealer and store for re-installation.

Manhole grate is to be set at finished pavement grade

4. Method of Measurement

This is a Lump Sum contract. No measurement will be taken.

5. Basis of payment

Payment for the scope of work shown on the plans will be made as part of the lump sum bid for the project, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to complete the work shown on the plans.

END ITEM 7

Item 8
Erosion and Sediment Controls

1. Description

This item consists of providing temporary soil and sediment control measures in accordance with the Plans and Contract Documents.

Except as modified by governing codes and by the Contract Documents, comply with the applicable provisions and recommendations of the Delaware Erosion and Sediment Control Handbook (latest revision) and the DelDOT Standard Specifications.

2. Materials

Fertilizer and soil conditioners shall be a standard commercial grade.

Temporary structural Erosion Control measures shall conform to the requirements of the Delaware Erosion and Sediment Control Handbook.

3. Execution

Vegetative stabilization shall be applied to graded or cleared areas which are subject to erosion for a period of 4 days or more.

All temporary erosion control measures shall be installed in accordance with the Delaware Erosion and Sediment Control Handbook.

In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal or state agencies, the more restrictive laws, rules, or regulations shall apply.

The Contractor shall be responsible for maintaining all soil erosion and sediment control measures in an acceptable and functional manner. All temporary measures shall be removed by the Contractor after all other construction is complete, final restorations installed, and all disturbed areas have been adequately stabilized.

Erosion control matting shall be installed in accordance with the manufacturer's written instructions, the requirements of the Delaware Erosion and Sediment Control Handbook, and the details on the plans.

END ITEM 8

Item 9
Amenities

1. Description

This item consists of providing and installing park benches, garbage cans, dog waste stations, and basketball nets.

9.1 Bench (Add Alternate 1)

This item shall consist of providing and installing a black powder coated 6' long steel straight back park bench conforming to the details on the plans. Bench to be installed in accordance with manufacturer's recommendations.

9.2 Dog Waste Station (Add Alternate 2)

This item shall consist of providing and installing a ground mounted 10 gallon pet waste station with integral bag dispenser.

9.3 Trash Can (Add Alternate 3)

This item shall consist of providing and installing a steel decorative ground mounted 45 gallon waste can with tethered cover.

9.4 Basketball Net (Add Alternate 4)

This item shall consist of providing and installing an in-ground mounted, standard height basketball net/backboard/post. Pole shall be constructed of 5 9/16" outside diameter schedule 40 structural pipe and have a hot dipped galvanized finish. Design shall be a bent gooseneck style and allow for a 48" bury into the ground and a 72" extension from the front of the pole to the face of the backboard. Two 1 5/8" diameter, 13 ga. flow coated galvanized tubular braces shall support the top of the backboard and connect directly to the pole. Pole shall be designed so that the rim mounts directly to the horizontal pole section through the backboard to eliminate stress on the backboard during play. Pole systems without backboard support braces shall not be considered equal. Pole shall carry a limited lifetime warranty. Backboard shall be constructed of cast aluminum with a 35 1/2" x 54" fan-shaped playing surface. The minimum playing surface thickness shall be 3/16". A minimum of 35" of support ribs shall be cast into the rear of the backboard. Total thickness of the backboard shall be 1 1/2". The backboard shall be coated with a white textured polyester powder coated finish and have an official-sized orange shooter's square and border. Backboard shall carry a limited lifetime warranty. Rim shall consist of two 5/8" diameter AISI 1018 cold drawn carbon steel rings welded together at a minimum of six places. Back and side plates shall be 3/16" thick and be continuously welded. The net attachment system shall be of a continuous type constructed of 3/16" x 1" steel with punched net attachment slots suitable for chain nets. Individual or continuous wire formed netlocks are not an acceptable equal. Rim shall be punched to

Town of Elsmere
Maple Avenue Park Improvements

mount on any front mount backboard, have an unconditional lifetime warranty and orange powder coated finish. Pole shall be set in a 12" OD 3,000 psi concrete footing at least 48" in depth.

9.5 Court Striping (add Alternate 5)

This item shall consist of striping a high school sized (84'x50') basketball court onto asphalt, including all sidelines, base/endlines, center court and free throw circles, free throw line, and three point line. Court/Striping dimensions to match the detail on the plans. All lines shall be 2.0 inches wide, and consist of white pavement marking paint conforming to the requirements of section 1071.1.1 of the Standard Specifications. Striping shall be done by a qualified contractor specializing in athletic court markings.

2. Materials

Shop drawings of all Amenities are to be provided to the Town for review prior to being ordered.

3. Execution

All items will be installed in accordance with manufacturers recommendations.

4. Method of Measurement

4.1 Bench (Add Alternate 1) will be measured by the each, installed in place and accepted.

4.2 Dog Waste Station (Add Alternate 2) will be measured by the each, installed in place and accepted.

4.3 Trash Can (Add Alternate 3) will be measured by the each, installed in place and accepted.

4.4 Basketball Net (Add Alternate 4) will be measured by the each, installed in place and accepted.

4.5 Court Striping (Add Alternate 5) will be measured by the each, installed in place and accepted.

5. Basis of payment

5.1 Bench (Add Alternate 1) Payment for each bench installed will be made at the unit price bid, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to supply and permanently install the bench in

Town of Elsmere
Maple Avenue Park Improvements

accordance with manufacturer's recommendations.

5.2 Dog Waste Station (Add Alternate 2) Payment for each Dog Waste Station installed will be made at the unit price bid, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to supply and permanently install the item in accordance with manufacturer's recommendations.

5.3 Trash Can (Add Alternate 3) Payment for each Trash Can installed will be made at the unit price bid, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to supply and permanently install the trash can in accordance with manufacturer's recommendations.

5.4 Basketball Net (Add Alternate 4) Payment for each Basketball Net installed will be made at the unit price bid, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to supply and permanently install the net in accordance with manufacturer's recommendations.

5.5 Court Striping (Add Alternate 5) Payment for Court Striping will be made at the Lump Sum price bid, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools and incidentals necessary to supply and permanently install the bench in accordance with manufacturer's recommendations.

END ITEM 9

V. WORK SCHEDULE AND COMPLETION DATES

1. Bids will be opened at 12:00 PM E.D.S.T. on January 8, 2025. If the selected responsible bid is found acceptable by the Town, the Town Council will award the bid at a meeting on January 9. The contract bonds, proof of insurance, and execution of the contract shall be provided within ten (10) calendar days following the award.
2. The work under this contract shall be completed within sixty (60) calendar days following the date of commencement.
4. The Contractor shall notify the Town of Elsmere in writing of the proposed date of commencement at least five (5) calendar days in advance of the start of work. The Town shall confirm in writing to the Contractor that the proposed start date is acceptable. The written response letter shall be considered the official "Notice to Proceed." The date of commencement, as provided in the written notification from the Contractor, shall be the "Starting Day" of the work, and all time calculations will be based on this "Starting Day."

VI. LIQUIDATED DAMAGES

- A. For failure of the Contractor to complete the work on or before the completion date as stated in Section V of these Contract Documents or before an "Adjusted Completion Date" resulting from granted extensions of time, the Contractor and his Sureties agree that the Town shall deduct from payment due the Contractor the sum of Five Hundred Dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of such delay until the work is completed or accepted as herein before set forth. Liquidated damages shall not be construed in any sense as a penalty.
- B. If written notice of the acceptance of the Contractor's proposal is mailed, faxed or delivered to the Contractor within forty-five (45) days after the date and time of opening of the Proposals, the Contractor shall within ten (10) days after the date of such mailing, faxing, or delivery of such notice, execute and deliver an executed contract.
- C. The "Starting Day" of the work for the project shall be as stated in Section V of these Contract Documents.

PROPOSAL AND SCHEDULE OF PRICES – PAGE 1 OF 5

*****THE FOLLOWING PAGES, “PROPOSAL AND SCHEDULE OF PRICES” AND “BID SECURITY” REQUIREMENTS MUST BE FILLED OUT AND RETURNED, IN TRIPLICATE, TO CONSTITUTE SUBMITTING A BID.**

**PROJECT NAME: TOWN OF ELSMERE
MAPLE AVENUE PARK IMPROVEMENTS**

Bid Opening: Date: December 27, 2024
Time: **12:00 PM**

Location: Elsmere Town Building
11 Poplar Avenue
Elsmere, DE 19805

Location of Proposed Work: Intersection of Maple Avenue and Cypress Street, within the Town of Elsmere, New Castle County, Delaware

Contract Time: **60** Calendar Days

Liquidated Damages \$ **500.00** per Calendar Day

Bid Security: **REQUIRED**

Performance & Payment Bond: **REQUIRED**

Retainage: **REQUIRED**

PROPOSAL AND SCHEDULE OF PRICES – PAGE 2 OF 5

The undersigned bidder has carefully examined the site of the proposed work, Standard Specifications, General and Special Provisions, Drawings, and Addenda, if any, forming a part of this contract designated as **TOWN OF ELSMERE – MAPLE AVENUE PARK IMPROVEMENTS**. Upon notice of award by the Town, the Bidder agrees to execute a contract within ten (10) calendar days which shall incorporate said plans and specifications, and further, upon notice to proceed shall, at his own cost and expense, furnish the materials, supplies, machinery, equipment, tools, labor, supervision, insurance, any other accessories and services needed to complete said work either with his own organization or subcontractors. The work shall be completed to the satisfaction of the Town of Elsmere in accordance with the plans, specifications and terms of the contract for the prices listed below.

Addendum Number(s) _____ have been considered.

*****NOTE - It is the contractor’s responsibility to check if any Addendum(s) have been issued and include them in his bid price(s).**

For Individuals and Partnerships:

Signature

ATTEST: (seal)

Company Name: _____

Signature: _____

Address: _____

Name: _____

Title: _____

For Corporations:

Signature of Officer & Title (seal)

ATTEST: (seal)

Corporation: _____

Signature: _____

Address: _____

Name: _____

Title: _____

PROPOSAL AND SCHEDULE OF PRICES – PAGE 3 OF 5

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

TOWN OF ELSMERE

Accepted on: _____
(date)

By: _____
(signature)

(title)

ATTEST:

(Witness)

(Title)

SEAL _____
(date)

Proposal and Schedule of Prices - Page 4 of 5

Town of Elsmere
Maple Street Park Improvements
Bid Form

Base Bid	Base Bid	Unit of Measure	Quantity	Unit Price (words)	Unit Price (figures)
	1,500+/- SY PAVEMENT RESTORATION 250+/- SY PAVEMENT REMOVAL 40+/- SF PCC SIDEWALK Remove/Replace 40+/- LF Integral Curb and Gutter Parking Bumpers, erosion and sediment controls Striping/signage/restoration, and miscellaneous other work as identified on the plans	LS	1		
Base Bid Total =					
Add Alternates:					
AA-1	Bench	EA	4		
AA-2	Dog Waste Station	EA	1		
AA-3	Trash Can	EA	4		
AA-4	Basketball Net	EA	2		
AA-5	Court Painting	LS	1		
Project Total=					

VIII. STATEMENT OF SURETY COMPANY
(TO BE COMPLETED AFTER CONSTRUCTION)

IN ACCORDANCE with the provisions of the CONTRACT dated _____

between the _____
(Owner)

and _____
(Contractor)

the _____
(Surety)

SURETY on the Material and Labor Payment BOND of

(Contractor)

after a careful examination of the books and records of said CONTRACTOR or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment to the said CONTRACTOR and by these presents witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve SURETY of any of its obligations to

(Owner)

as set forth in the said SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this _____ day of _____, 20_____.

ATTEST:

(SEAL) _____ BY _____
President

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

IX. PERFORMANCE BOND

KNOW ALL MEN, that we, _____ as Principal, and
_____ as Surety, are held and firmly bound unto _____

_____ and is successors and assigns (hereinafter called the Oblige), in the just sum of:
_____ Dollars (\$ _____),
for faithful performance of the Contract as specified below:

_____,
in lawful money of the United States of America for payment of which sum truly to be made, we
find ourselves and each of our respective heirs, personal representatives, successors and assigns,
jointly and severally, firmly by these presents, this _____ day of _____ 20____.

WHEREAS, the Principal has entered into a written agreement with the Oblige, dated as
of _____, for performance of _____ Contract in
connection with Oblige which agreement together with the specifications therefor (including all
related drawings and documents) and such alterations as may be made in such specifications as
therein provided are hereby made a part hereof as fully as if set out herein, and shall together be
hereinafter referred to as the "Contract"; and it was a condition of the award of said Contract that
this bond be furnished.

THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE:

That, if the Principal shall faithfully perform a Contract (including any alterations or additions thereto), in accordance with the specifications and conditions of the Contract, and satisfy all claims and demands to persons or property, or for wrongful death in the performance thereof, and shall fully indemnify and save harmless the Obligee from any and all costs and damage which the Obligee may suffer, and fully reimburse and repay the Obligee any and all outlay and expense which it may incur, by reason of any such default, then this part of the Obligation shall be void, but otherwise it shall remain in full force.

The Surety, for value received, hereby agrees that no change, extension of time, alterations or additions to the terms of any of the Contract Documents or to the items to be provided thereunder not any forbearance by either the Obligee or the Principal to the other, shall in any way affect its obligation on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition.

Both Principal and Surety acknowledges that all references herein to the Principal, in singular form, shall include the plural, as may be appropriate to the Principal.

IN WITNESS WHEREOF, The Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

Principal

By: _____

Surety

X. PAYMENT BOND

KNOW ALL MEN, that we, _____ as Principal, and
_____ as Surety, are held and firmly bound unto

_____ and its successors and assigns (hereinafter called the Obligee), in the sum of
_____ Dollars (\$ _____), lawful money of
the United States of America, for the payment of which sum truly to be made we bind ourselves and
each of our respective heirs, personal representatives, successors and assigns, jointly and severally,
by these presents, this _____ day of _____ 20_____.

WHEREAS, the Principal has entered into a written agreement with the Obligee dated as of
_____, 20____, for performance of the Contract work in connection with the
construction of _____, together with the plans and
specifications therefor (including all related drawings and documents), and such alterations as may
be made in such plans and specifications as therein provided, are hereby made a part hereof as fully
as if set out herein, and shall together be hereinafter referred to as the "Contract"; and it was a
condition of the award of said contract that this bond be furnished.

THEREFORE, THE CONDITION OF THIS OBLIGATION is that if the Principal and all
of the Principal's subcontractors shall promptly make payment for all material furnished and
labor supplied or performed in the prosecution of the work under the Contract, whether or not said
material or labor enter into and become component parts of said work, then this obligation
shall be void; but otherwise it shall remain in full force. "Labor" and "Materials", as used in this

bond, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work.

The Principal and Surety, for value received, hereby agree that no change, extension of time, alteration or addition to the terms of any Contract Documents or to the work to be performed thereunder, nor any forbearance by either the Obligee or the Principal to the other, shall in any way affect the obligation or either of them on this bond, and they hereby waive notice of any such change, extension of time, alteration or addition.

The Principal and Surety further acknowledge and agree that this bond is furnished pursuant to requirements of the Public Works Contractors' Bond Law of 1967, solely for the protection of the claimants supplying labor or material to the Principal or any of the Principal's subcontractors in the prosecution of the work under the Contract, and that this bond is subject to all provisions of said Law as fully as though and provisions were set forth herein at length. They also agree that any claimant entitled under the said Law to sue on this bond may use a copy of this obligation, certified by the Obligee, for the purpose of establishing his, or its or their claim without requiring production in court of an executed original, and that action by one or more claimants shall not bar any subsequent or concurrent action(s) by the same or other claimant(s). However, the Obligee shall in no event be liable for payment of any costs or expense of any claimant's suit.

Both Principal and Surety acknowledge that all references herein to the Principal in singular form shall include the plural, as may be appropriate to the Principal.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

Principal

By: _____

Attorney-in-Fact
Surety

XI. CONTRACTOR'S RELEASE
(TO BE COMPLETED AFTER CONSTRUCTION)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Contractor)

of _____ County and State of _____

does hereby acknowledge that he has received this day of and from the _____

_____ (Owner)

the sum of ONE DOLLAR (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to

_____ (Contractor)

by any means whatsoever, for on account of certain agreement hereinafter called the

CONTRACT, between the said _____ (Owner)

_____ and _____ (Contractor)

dated _____

NOW THEREFORE, the said _____ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the

said _____ (Owner)

its successors and assigns, of and from all claims and demands arising from or in connection with the said CONTRACT dated _____ and of and from all, and all manner of

action and actions, cause and causes of actions and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents executions, claims and demand, whatsoever, in law or equity, or otherwise which against the said

(Owner)

its successors and assigns, ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the work to the date of these presents.

IN WITNESS WHEREOF _____
(Contractor)

has caused these presents to be duly executed the _____ day of _____
_____ 20_____.

Signed, Sealed and Delivered in the presence of:

(Individual) (SEAL)

(Partnership Contractor) (SEAL)

_____ By _____ (SEAL)
(Partner)

Attest: _____ (SEAL)

_____ By _____
(Secretary) (President or Vice President)

(CORPORATE SEAL)

XII. SCHEDULE OF DRAWINGS

CONSTRUCTION PLANS FOR MAPLE AVENUE PARK IMPROVEMENTS

SHEET 1 -	COVER SHEET
SHEET 2 -	EXISTING CONDITIONS, DEMOLITION, AND E&S PLAN
SHEET 3 -	GRADING PLAN AND PAVING PLAN
SHEET 4 -	LAYOUT PLAN
SHEET 5 -	SITE AMENITY PLAN
SHEET 6 -	DETAILS
SHEET 7 -	E&S DETAILS

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

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

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	65.24	65.24	69.05
CARPENTERS	65.85	61.06	49.30
CEMENT FINISHERS	70.64	43.32	44.16
ELECTRICAL LINE WORKERS	35.67	57.63	28.21
ELECTRICIANS	81.62	81.62	81.62
IRON WORKERS	86.81	31.66	33.63
LABORERS	54.96	50.59	49.65
MILLWRIGHTS	21.38	20.75	17.93
PAINTERS	81.29	81.29	81.29
PILEDRIVERS	95.51	31.53	88.62
POWER EQUIPMENT OPERATORS	82.31	52.56	48.15
SHEET METAL WORKERS	30.20	26.96	24.40
TRUCK DRIVERS	51.73	37.48	45.64

CERTIFIED: 12/2/2024

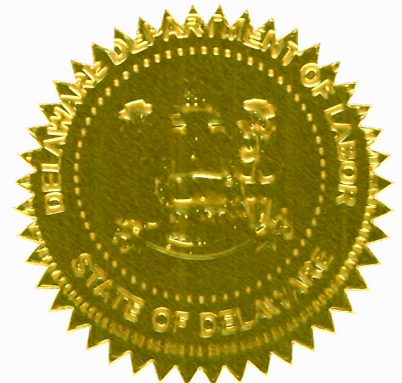
BY: [Signature] / For Fran Chudzik
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

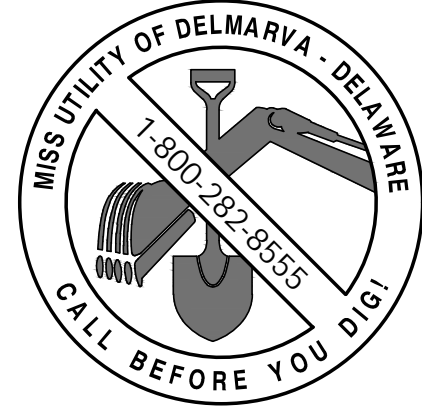
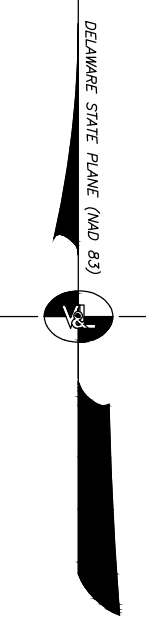
NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: Maple Avenue Park Improvements, New Castle County



CONSTRUCTION PLANS FOR MAPLE AVENUE PARK IMPROVEMENTS

TOWN OF ELSMERE, DE



CONSTRUCTION NOTES

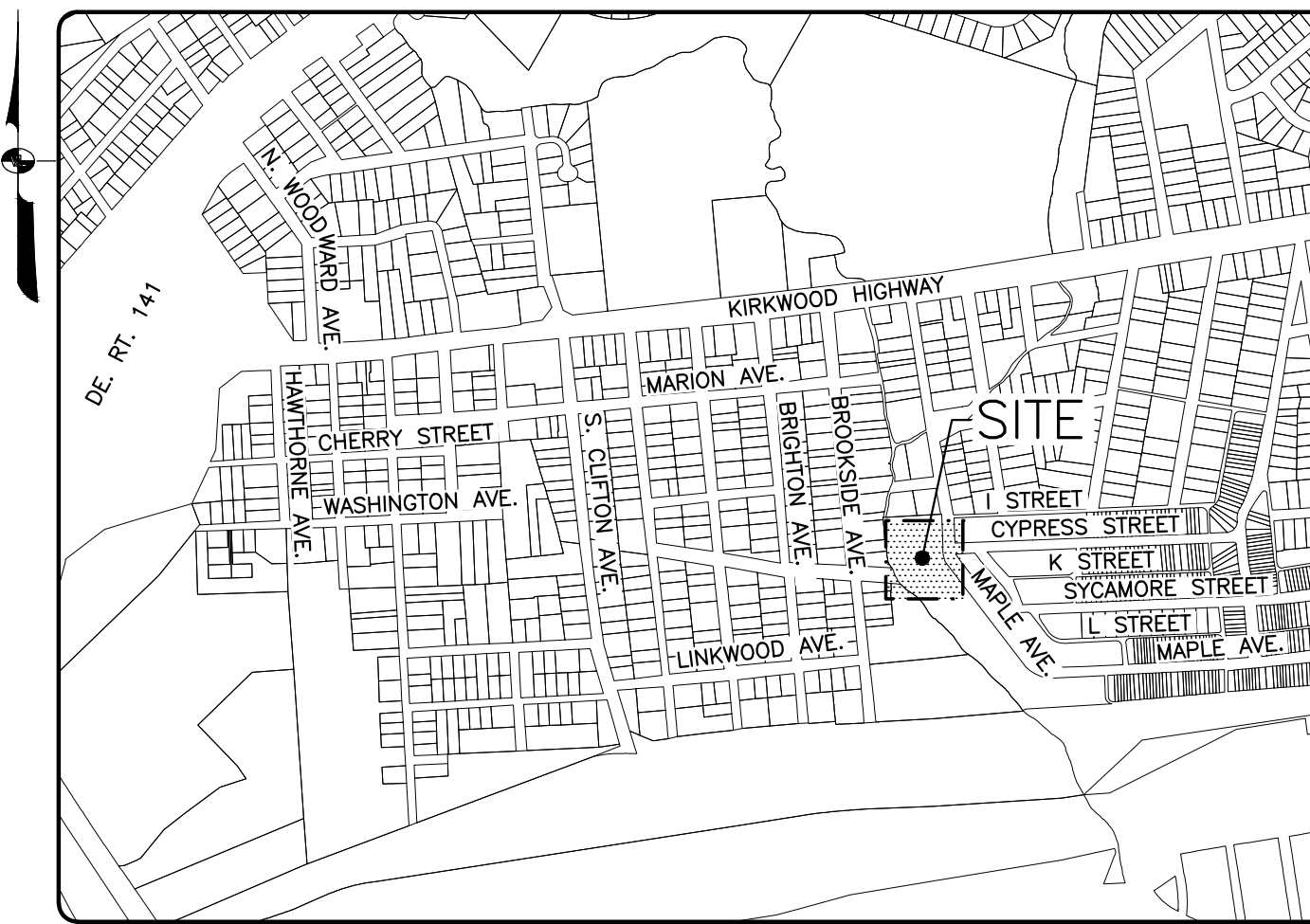
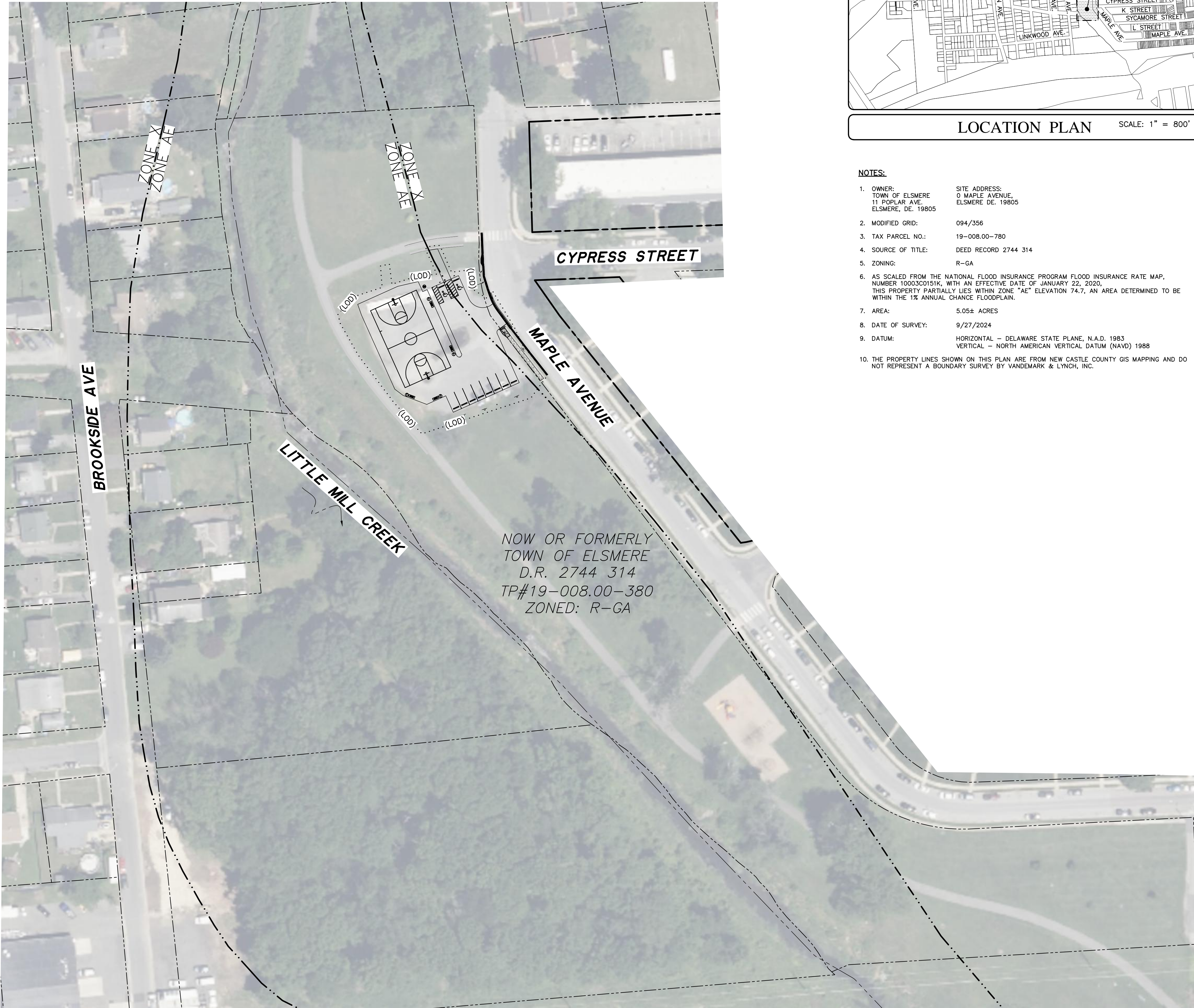
1. ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, CURRENT DELDOT STANDARD SPECIFICATIONS AND DETAILS AND NEW CASTLE COUNTY SPECIFICATIONS AND DETAILS, EXCEPT AS NOTED ON THIS PLAN.
2. THE BIDDER IS REQUIRED TO EXAMINE CAREFULLY THE SITE OF THE WORK, THE PROPOSAL, PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS FOR THE WORK CONTEMPLATED AND IT WILL BE ASSUMED THAT THE BIDDER IS FAMILIAR AND SATISFIED AS TO THE CHARACTER, QUALITY AND QUANTITIES OF WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED, AND AS TO THE REQUIREMENTS OF THESE SPECIFICATIONS, PLANS AND OTHER CONTRACT DOCUMENTS, AND THE BIDDER MUST BE PREPARED TO EXECUTE A FINISHED JOB IN EVERY PARTICULAR WITHOUT ANY EXTRA CHARGE WHATSOEVER, EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR ELSEWHERE IN THESE CONTRACT DOCUMENTS.
3. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
4. THE CONTRACTOR SHALL ERECT SUFFICIENT BARRICADES AND TAKE NECESSARY SAFETY MEASURES TO PROTECT WORK AREAS. CONTRACTORS SHALL NOT DISRUPT DAILY OPERATIONS OR TRAFFIC FLOW WITHIN THE SITE EXCEPT WITH THE CONCURRENCE OF THE TOWN OF ELSMERE. A DETAILED TRAFFIC MAINTENANCE PLAN SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL 7 DAYS PRIOR TO BEGINNING OF CONSTRUCTION.
5. NEITHER MOBILIZATION NOR ANY ACTUAL WORK ON THE PROJECT SHALL BEGIN PRIOR TO THE CONTRACTOR'S ATTENDANCE AT A PRECONSTRUCTION MEETING WITH THE OWNER'S DESIGNATED REPRESENTATIVE.
6. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL EXISTING CONDITIONS, LAYOUT DIMENSIONS, AND CLEARANCES SHOWN ON THE DRAWINGS. ANY DISCREPANCIES WITHIN THE DRAWINGS, EXISTING FIELD CONDITIONS, SPECIFICATIONS, CODES OR REGULATIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF WORK. FIELD REVISIONS REQUIRE PRIOR ENGINEERING REVIEW AND WRITTEN CONFIRMATION FROM THE OWNER.
7. PLAN LOCATIONS AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER. DO NOT DETERMINE DIMENSIONS BY SCALING DRAWINGS.
8. PRIOR TO SUBMITTING BIDS, ALL CONTRACTORS SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO DETERMINE THE SCOPE OF SERVICES PROVIDED BY THE UTILITY. ALL WORK AND MATERIALS NOT PROVIDED BY THE UTILITY SHALL BE PROVIDED AND COMPLETED BY THE CONTRACTOR AT NO ADDITIONAL COSTS.
9. THE CONTRACTOR SHALL PROTECT ALL ADJOINING AND NEARBY BUILDINGS, EQUIPMENT, UTILITIES, STRUCTURES, FENCES, TREES AND SHRUBBERY, ETC. FROM DAMAGE DUE TO EXCAVATION, DEMOLITION, AND CONSTRUCTION DURING THE ENTIRE CONSTRUCTION PERIOD. ANY DAMAGE CAUSED DIRECTLY OR INDIRECTLY WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE. ANY DAMAGE DONE TO THEM DUE TO HIS NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT HIS EXPENSE.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL INSTALLED PIPING UNTIL THE COMPLETION OF CONSTRUCTION OF THE PROJECT. PIPES WITH SHALLOW COVER SHALL BE PROTECTED FROM DAMAGE BY CONSTRUCTION MACHINERY WITH ADEQUATE TEMPORARY COVER.
12. ALL MATERIAL STORAGE SHALL BE WITHIN THE PROPERTY BOUNDARIES AND NOT ON ADJOINING PROPERTIES.
13. NO DEBRIS OR TREE STUMPS SHALL BE BURIED ON-SITE. ALL TREES, TIMBER, STUMPS, BRUSH, RUBBISH OR OTHER MATERIAL SHALL BE REMOVED FROM THE SITE. OPEN BURNING SHALL NOT BE PERMITTED.
14. ALL EXCAVATION, EXCEPT ROCK, SHALL BE UNCLASSIFIED. EXCAVATION OF ROCK SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 202 OF THE DELDOT STANDARD SPECIFICATIONS.
15. IN ALL AREAS WHERE ROCK OR OTHER UNSUITABLE MATERIALS ARE ENCOUNTERED, AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL REMOVE ALL SAID MATERIAL AND PROVIDE AND PLACE SUITABLE MATERIAL TO PROVIDE THE REQUIRED FIRM FOUNDATION FOR ALL PAVING OR OTHER STRUCTURES IN ACCORDANCE WITH THE SPECIFICATIONS.
16. ALL EXCESS EXCAVATION AND ALL OLD PAVEMENT, BASE COURSE, BROKEN CONCRETE, ETC. SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE HAULED AWAY FROM THE SITE, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
17. ALL PAVING SHALL BE TIED INTO EXISTING PAVEMENTS, CURBS, ETC. AS SHOWN ON THE DETAILS. NO FEATHERING OF PAVING WILL BE ALLOWED.
18. THE CONTRACTOR IS RESPONSIBLE FOR ALL EXISTING PAVEMENT AND CURB REPLACEMENT INCLUDING CONCRETE PATCHING.
19. ALL SHEETING, SHORING, OR SIMILAR TRENCH BRACING THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF THIS CONTRACT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND INCIDENTAL TO THE ITEM BEING CONSTRUCTED.
20. ALL PORTLAND CEMENT CONCRETE FOR DRAINAGE AND OTHER STRUCTURES SHALL HAVE A COMPRESSIVE STRENGTH OF 4,500 PSI AFTER 28 DAYS UNLESS OTHERWISE NOTED.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL EROSION AND SEDIMENT CONTROL MEASURES NECESSARY TO COMPLY WITH STATE REGULATIONS UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED.
22. ALL DISTURBED AREAS OUTSIDE OF PAVEMENT SHALL BE TOPSOILED WITH 4" TOPSOIL, SEEDED AND MULCHED.

LEGEND

N/A	ASPHALT		N/A
- - - - -	PROPERTY LINE		N/A
- · - · -	FLOODPLAIN		N/A
- · - - -	CENTERLINE OF STREAM		N/A

SHEET INDEX

SHEET 1:	COVER SHEET
SHEET 2:	DEMOLITION AND EXISTING CONDITIONS PLAN
SHEET 3:	GRADING
SHEET 4:	LAYOUT PLAN
SHEET 5-6:	DETAIL SHEETS
SHEET 7:	E&S PLAN
SHEET 8:	E&S DETAILS



LOCATION PLAN

SCALE: 1" = 800'

NOTES:

1. OWNER: TOWN OF ELSMERE
11 POPLAR AVE.
ELSMERE, DE. 19805
2. MODIFIED GRID: 094/356
3. TAX PARCEL NO.: 19-008.00-780
4. SOURCE OF TITLE: DEED RECORD 2744 314
5. ZONING: R-GA
6. AS SCALED FROM THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, NUMBER 10003C0151K, WITH AN EFFECTIVE DATE OF JANUARY 22, 2020, THIS PROPERTY PARTIALLY LIES WITHIN ZONE "AE" ELEVATION 74.7, AN AREA DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN.
7. AREA: 5.05± ACRES
8. DATE OF SURVEY: 9/27/2024
9. DATUM: HORIZONTAL - DELAWARE STATE PLANE, N.A.D. 1983
VERTICAL - NORTH AMERICAN VERTICAL DATUM (NAVD) 1988
10. THE PROPERTY LINES SHOWN ON THIS PLAN ARE FROM NEW CASTLE COUNTY GIS MAPPING AND DO NOT REPRESENT A BOUNDARY SURVEY BY VANDEMARK & LYNCH, INC.



VANDEMARK & LYNCH, INC.
ENGINEERS - SURVEYORS
4305 MILLER ROAD (302) 764-7835
WILMINGTON, DE 19802 WWW.VDLENG.COM

PROJECT NAME

Maple Avenue Park Improvements

TOWN OF ELSMERE
New Castle County, DE

SEAL

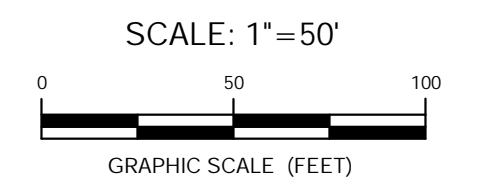


SEAL IS NOT VALID UNLESS RED OR EMBOSSED

PLAN TYPE

Maple Avenue Park Improvements

COVER SHEET



REVISIONS

NO.	DATE	REVISION

VANDEMARK & LYNCH, INC. IS NOT RESPONSIBLE FOR ANY MODIFICATIONS MADE TO THIS PLAN AND/OR CAD FILE WITHOUT ITS WRITTEN AUTHORIZATION.

PROJECT NUMBER: 25200.16
SURVEYED BY: JC
DRAWN BY: EKV
PROJECT MANAGER: NAC
MOD. GRID: 094/356
DATE: 10.22.24
FILE: 25200.16-CONST-01
APPLICATION #:

DRAWING NUMBER

C1.01

SHEET SIZE: 24x36

SHEET 1 OF 7 | REV 0



VANDEMARK & LYNCH, INC.
 ENGINEERS - SURVEYORS
 4305 MILLER ROAD (302) 764-7635
 WILMINGTON, DE 19802 WWW.VDLENG.COM

PROJECT NAME

Maple Avenue Park Improvements

TOWN OF ELSMERE
 New Castle County, DE

SEAL

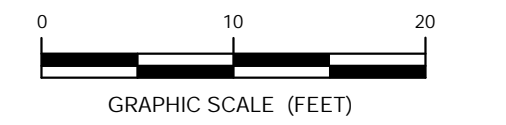


SEAL IS NOT VALID UNLESS RED OR EMBOSSED

PLAN TYPE

Maple Avenue Park Improvements EXISTING CONDITIONS DEMOLITION & E&S PLAN

SCALE: 1" = 10'



REVISIONS

NO.	DATE	REVISION

VANDEMARK & LYNCH, INC. IS NOT RESPONSIBLE FOR ANY MODIFICATION MADE TO THIS PLAN AND/OR CAD FILE WITHOUT ITS WRITTEN AUTHORIZATION.

PROJECT NUMBER: 25200.16
 SURVEYED BY: JC
 DRAWN BY: EKV
 PROJECT MANAGER: NAC
 MOD. GRID: 094/356
 DATE: 10.22.24
 FILE: 25200.16-CONST-02
 APPLICATION #:

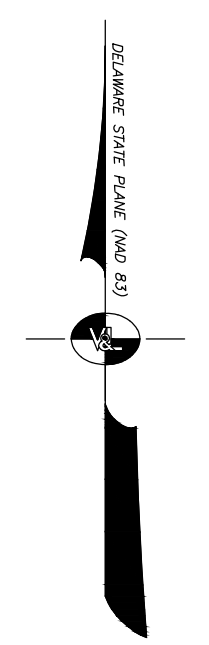
DRAWING NUMBER

C1.02

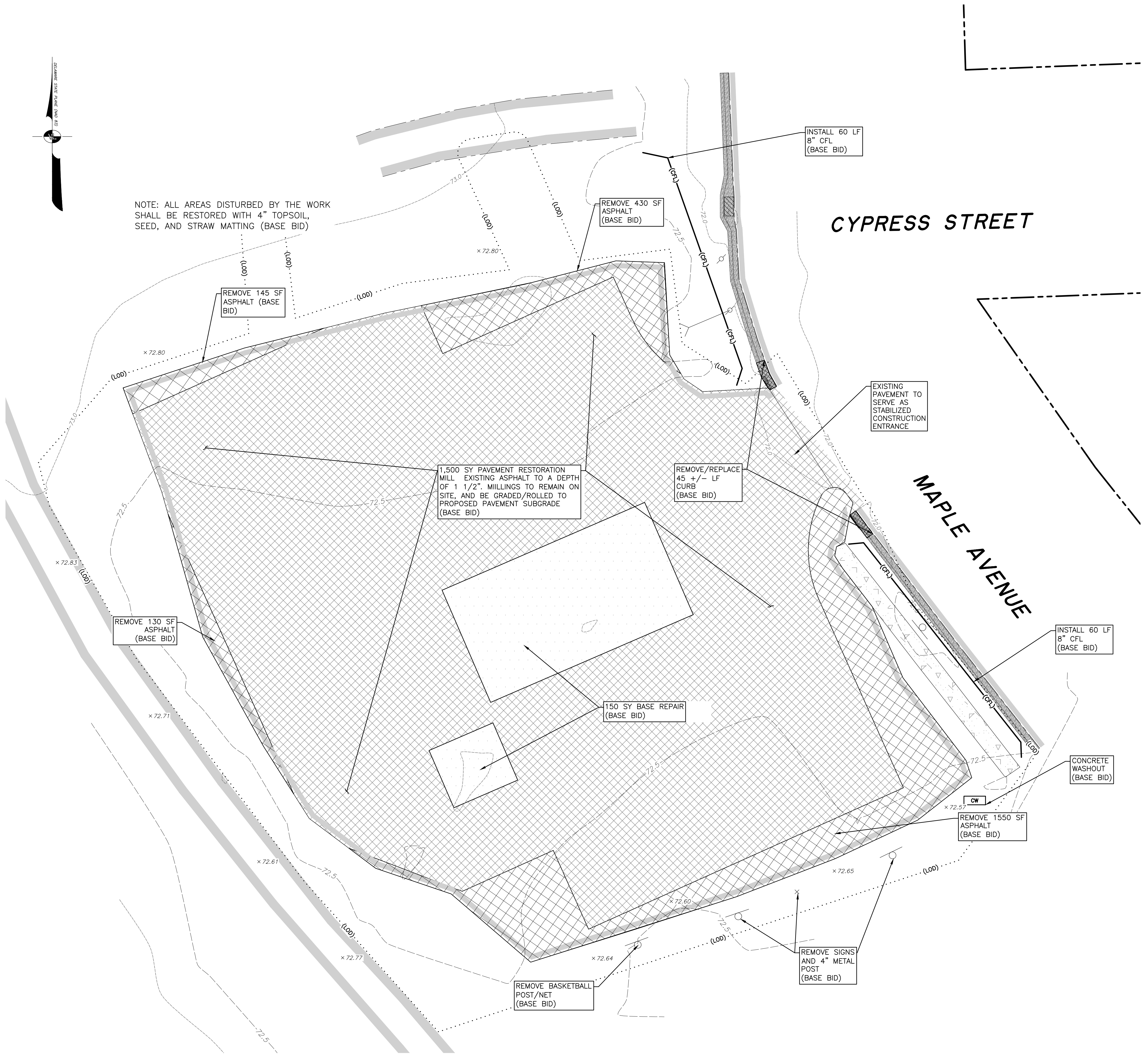
SHEET SIZE: 24x36

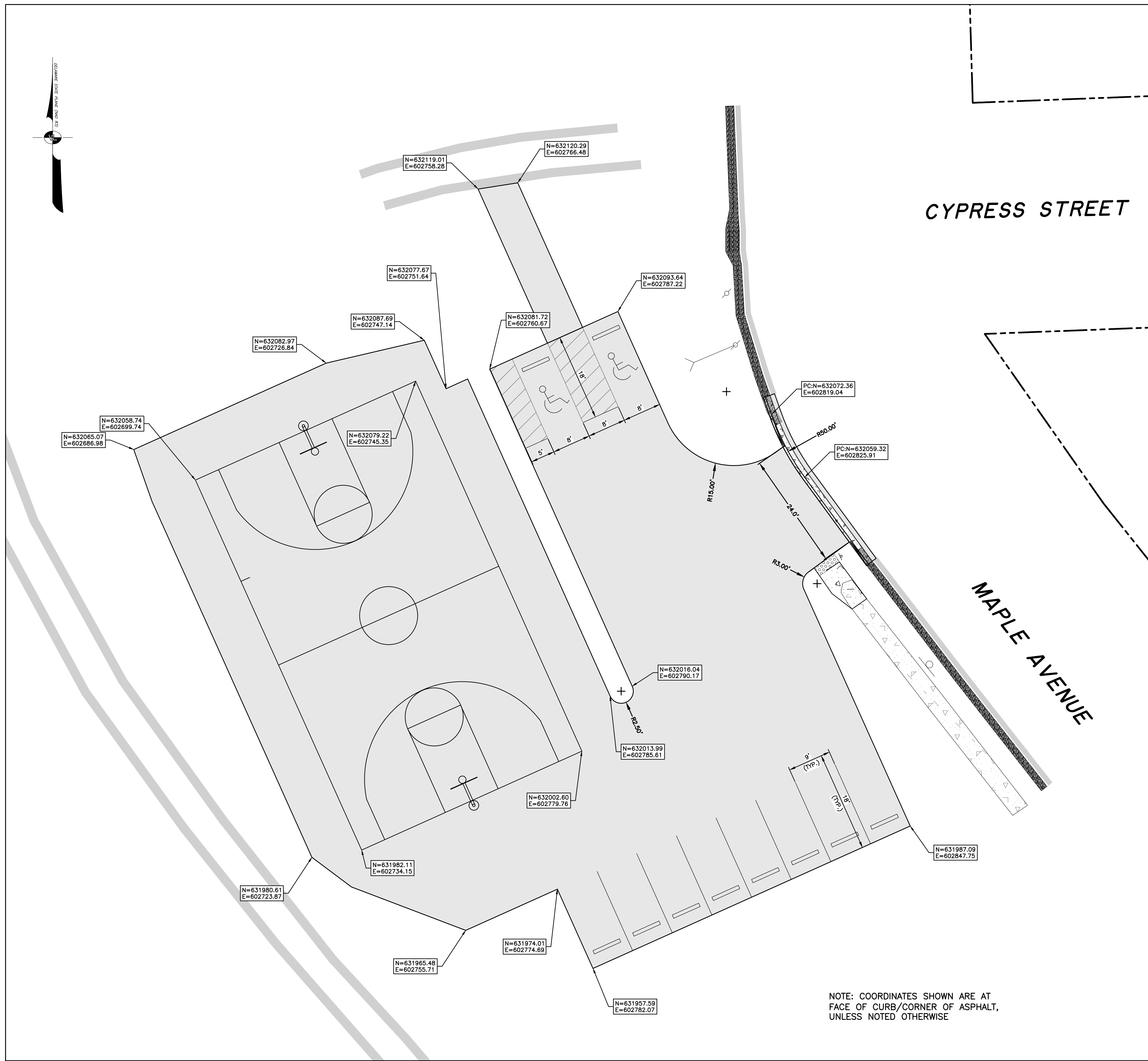
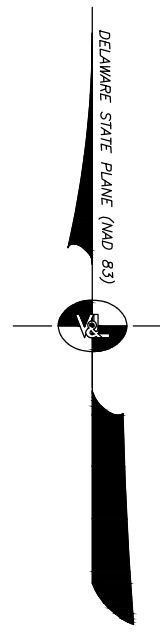
SHEET 2 OF 7 REV 0

LEGEND		EXISTING	PROPOSED
N/A	ASPHALT REMOVAL		
N/A	ASPHALT RECONSTRUCTION		
N/A	BASE REPAIR		
- - - -	MINOR CONTOURS		N/A
- - - -	MAJOR CONTOURS		N/A
x 72.55	SPOT GRADE		N/A
N/A	8" COMPOST FILTER LOG		
N/A	LIMIT OF DISTURBANCE		

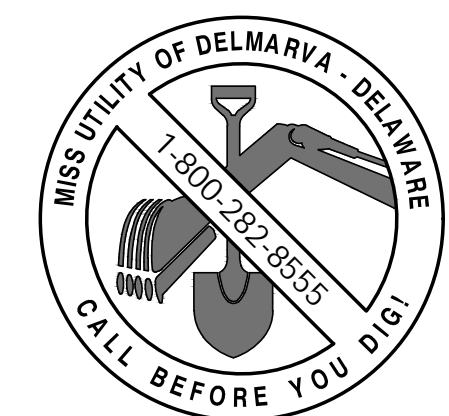


NOTE: ALL AREAS DISTURBED BY THE WORK SHALL BE RESTORED WITH 4" TOPSOIL, SEED, AND STRAW MATTING (BASE BID)





NOTE: COORDINATES SHOWN ARE AT
FACE OF CURB/CORNER OF ASPHALT,
UNLESS NOTED OTHERWISE



VANDEMARK & LYNCH, INC.
ENGINEERS - SURVEYORS
4305 MILLER ROAD (302) 764-7635
WILMINGTON, DE 19802 WWW.VDLENG.COM

PROJECT NAME

Maple Avenue
Park
Improvements

TOWN OF ELSMERE
New Castle County, DE

SEAL

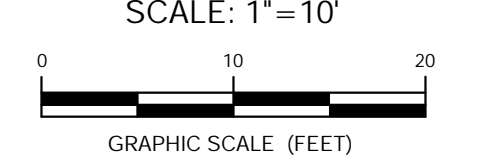


SEAL IS NOT VALID UNLESS RED OR EMBOSSED

PLAN TYPE

Maple Avenue
Park
Improvements

LAYOUT PLAN
SCALE: 1" = 10'



REVISIONS

NO.	DATE	REVISION

NO. DATE REVISION
VANDEMARK & LYNCH, INC. IS NOT RESPONSIBLE FOR ANY
MODIFICATION MADE TO THIS PLAN AND/OR CAD FILE
WITHOUT ITS WRITTEN AUTHORIZATION.

PROJECT NUMBER: 25200.16
SURVEYED BY: N/A
DRAWN BY: EKV
PROJECT MANAGER: NAC
MOD. GRID: 094/356
DATE: 10.22.24
FILE: 25200.16-CONST-04
APPLICATION #:

DRAWING NUMBER

C1.04

SHEET SIZE: 24x36

SHEET 4 OF 7 REV 0



VANDEMARK & LYNCH, INC.
 ENGINEERS - SURVEYORS
 4305 MILLER ROAD (302) 764-7635
 WILMINGTON, DE 19802 WWW.VDLENG.COM

PROJECT NAME

Maple Avenue Park Improvements

TOWN OF ELSMERE
 New Castle County, DE

SEAL

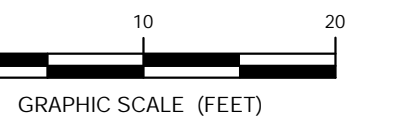


SEAL IS NOT VALID UNLESS RED OR EMBOSSED

PLAN TYPE

Maple Avenue Park Improvements
 SITE AMENITIES PLAN

SCALE: 1" = 10'



REVISIONS

NO.	DATE	REVISION

VANDEMARK & LYNCH, INC. IS NOT RESPONSIBLE FOR ANY MODIFICATIONS MADE TO THIS PLAN AND/OR CAD FILE WITHOUT ITS WRITTEN AUTHORIZATION.

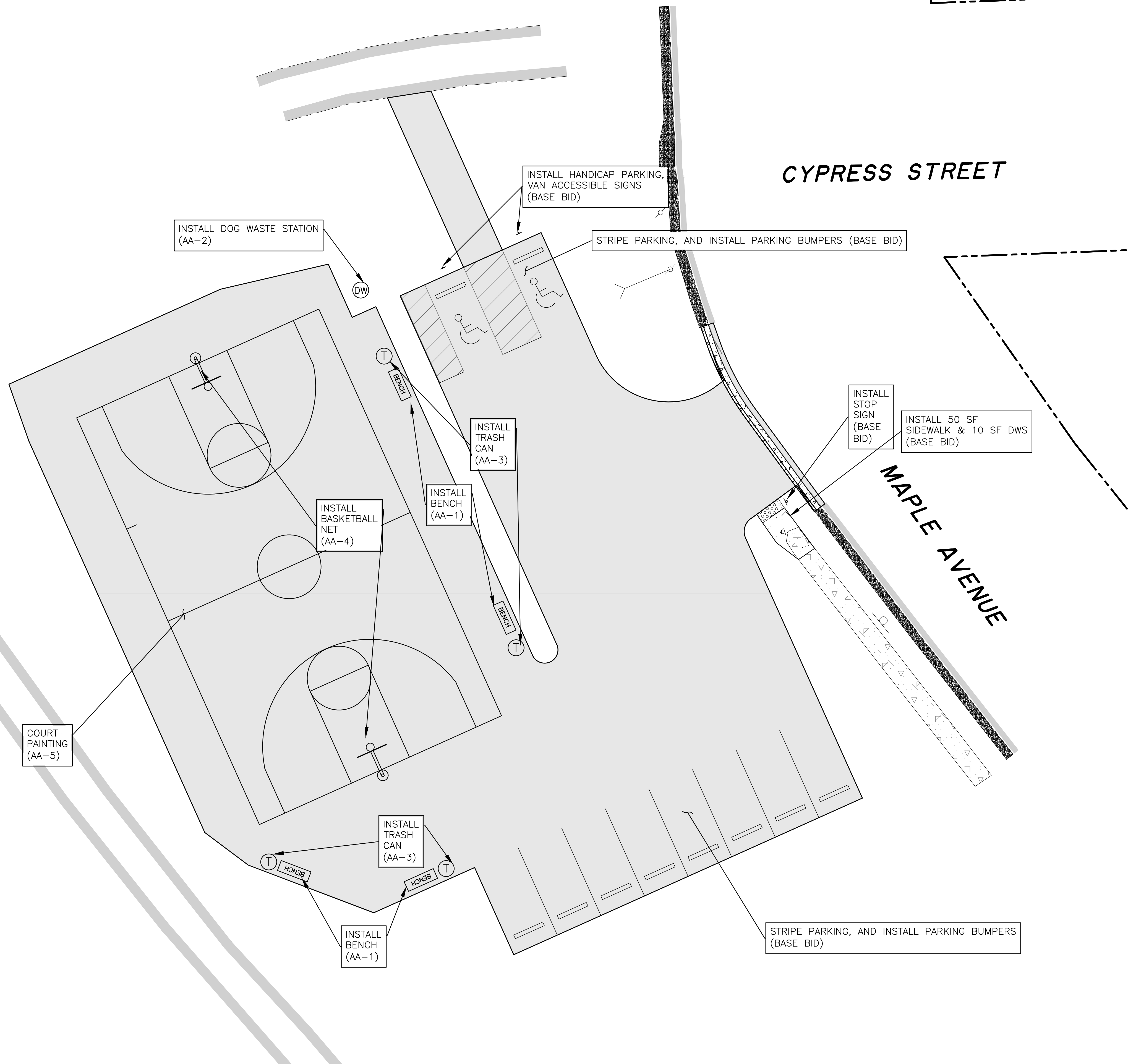
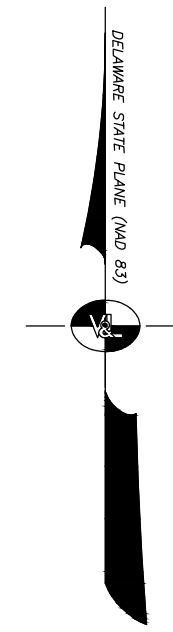
PROJECT NUMBER: 25200.16
 SURVEYED BY: N/A
 DRAWN BY: EKV
 PROJECT MANAGER: NAC
 MOD. GRID: 094/356
 DATE: 10.22.24
 FILE: 25200.16-CONST-03
 APPLICATION #:

DRAWING NUMBER

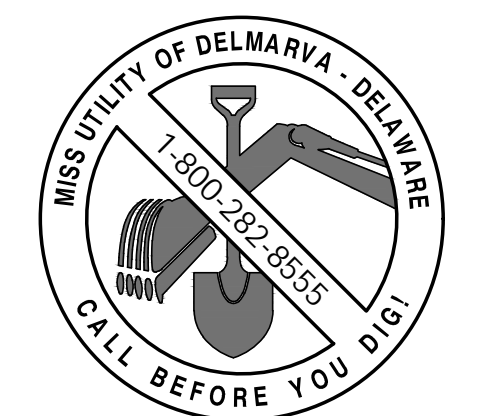
C1.03

SHEET SIZE: 24x36

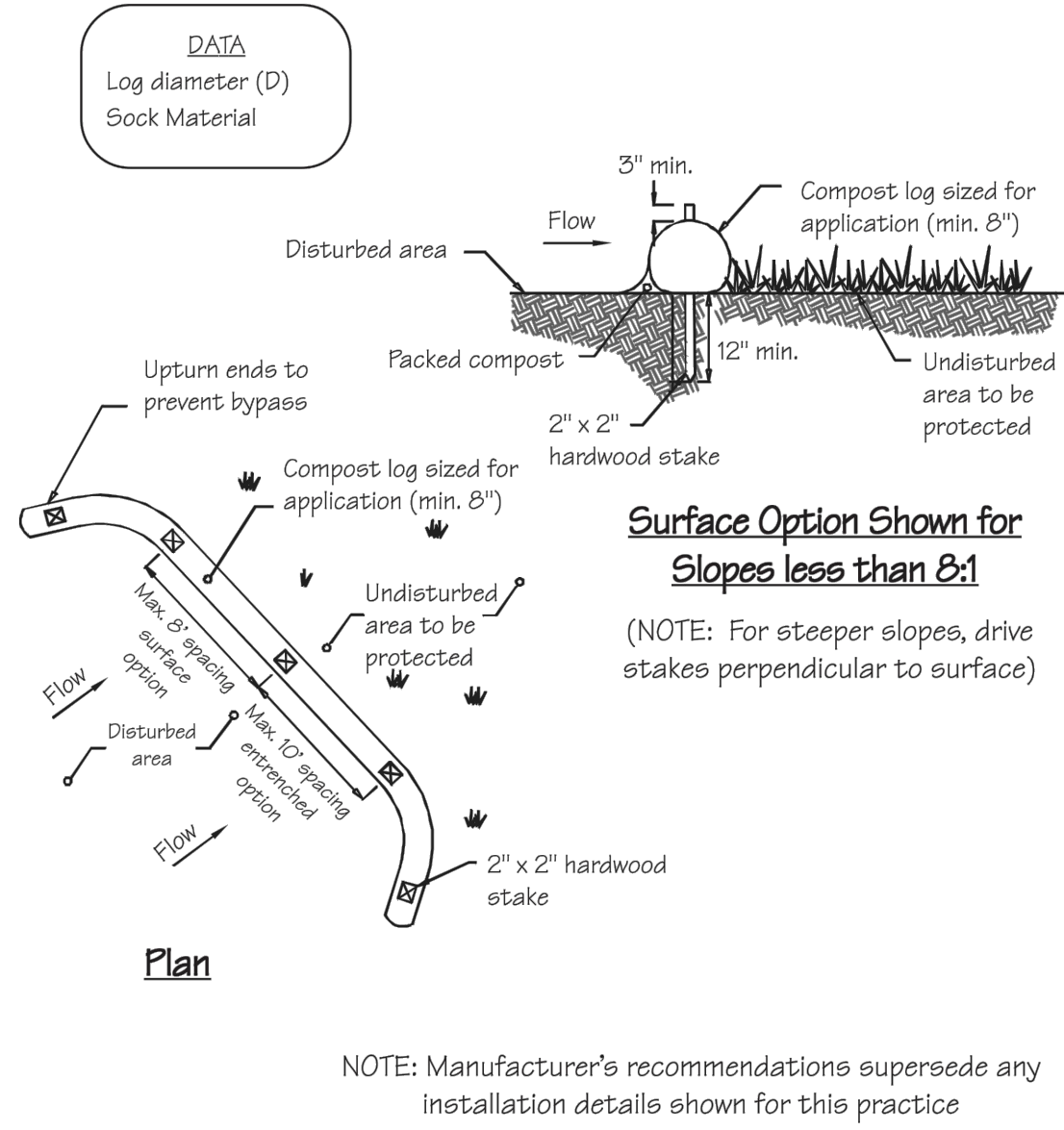
SHEET 5 OF 7 REV 0



EXISTING		PROPOSED	
N/A	ASPHALT		
	CURB		
	SIDEWALK		
- - - 72.5 - - -	MINOR CONTOURS	(72.5)	
- - - 73 - - -	MAJOR CONTOURS	(73)	
N/A	TRASH CAN		
N/A	DOG WASTE STATION		
N/A	BASKETBALL HOOP		
N/A	TRUNCATED DOMES		



Standard Detail & Specifications
Compost Filter Log



Source: Adapted from MD Sds & 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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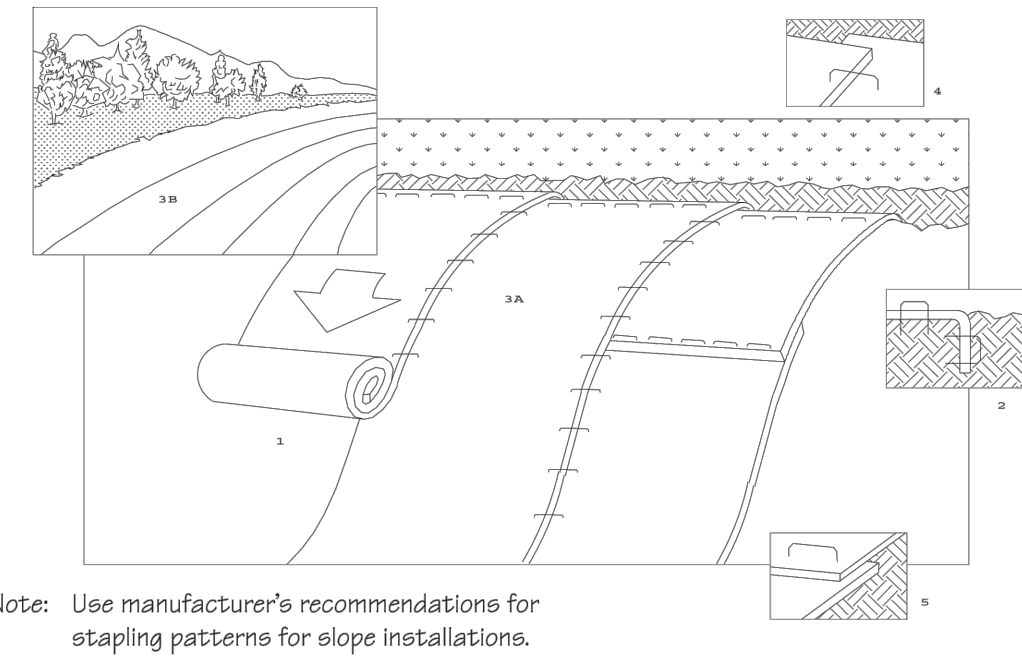
Standard Detail & Specifications
Compost Filter Log

Construction Notes:

- Prior to installation, clear bedding area of obstructions including rocks or debris larger than 1 inch and fill in any sharp depression areas.
- 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.
- For trenched applications, excavate 2 to 4 inches below grade along the width and length of the compost filter log.
- 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.
- For untrenched applications, blow or hand pack soil, mulch, or compost on the upslope side of the log, filling the bottom void area.
- 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.
- 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.
- Remove accumulated sediment when it has reached half of the effective height of the log.
- 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 Sds & Specs for ESC & Filtrex™ International	Symbol: CFL	Detail No. DE-ESC-3.1.7 Sheet 2 of 2 Effective July 2023
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Standard Detail & Specifications
Stabilization Matting - Slope



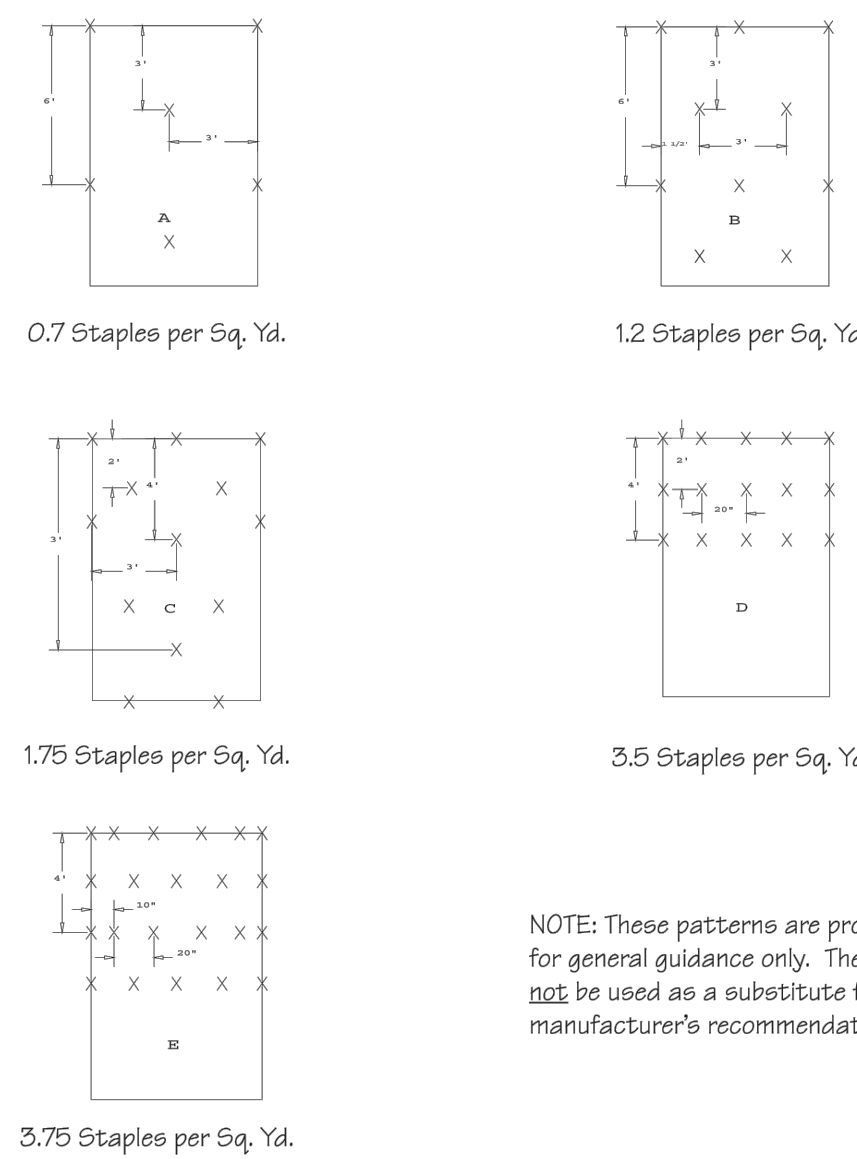
Perspective

Construction Notes:

- Prepare soil before installing matting, including application of lime, fertilizer, and seed.
- Begin at the top of the slope by anchoring the mat in a 6" deep X 6" wide trench. Backfill and compact trench after stapling.
- Roll the mats (A) down or (B) horizontally across the slope.
- The edges of parallel mats must be stapled with approx. 2" overlap.
- When mats must be spliced down the slope, place mats end over end (shingle style) with approx. 4" overlap. Staple through overlapped area, approx. 12" apart.

Source: Adapted from North American Green, Inc.	Symbol: SM-S	Detail No. DE-ESC-3.4.6.1 Sheet 1 of 2 Effective July 2023
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Standard Detail & Specifications
Stabilization Matting - Slope



Stapling Patterns

Source: Adapted from North American Green, Inc.	Symbol: SM-S	Detail No. DE-ESC-3.4.6.1 Sheet 2 of 2 Effective July 2023
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Standard Detail & Specifications
Construction Site Pollution Prevention

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

Example Construction General Permits (CGP) Signage

- NOTES:
- Minimum sign size 2' x 2'
 - Minimum text size 1"
 - Sign must be posted at a safe, publicly accessible location close to construction site
 - Sign must be visible from the public road nearest the active construction site
 - Signs posted within a DelDOT 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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Standard Detail & Specifications
Construction Site Pollution Prevention

Notes:

The Construction Site Pollution Prevention Plan includes the following elements:

- 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
- 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.
- 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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Standard Detail & Specifications
Construction Site Pollution Prevention

Notes (cont.)

- Dispose of all trash in accordance with all applicable Delaware laws.
- Littering is strictly prohibited. Trash cans should be placed at all lunch spots and recycle bins should be placed near the construction trailer.
- 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.
- 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.
- 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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Standard Detail & Specifications
Construction Site Pollution Prevention

Notes (cont.)

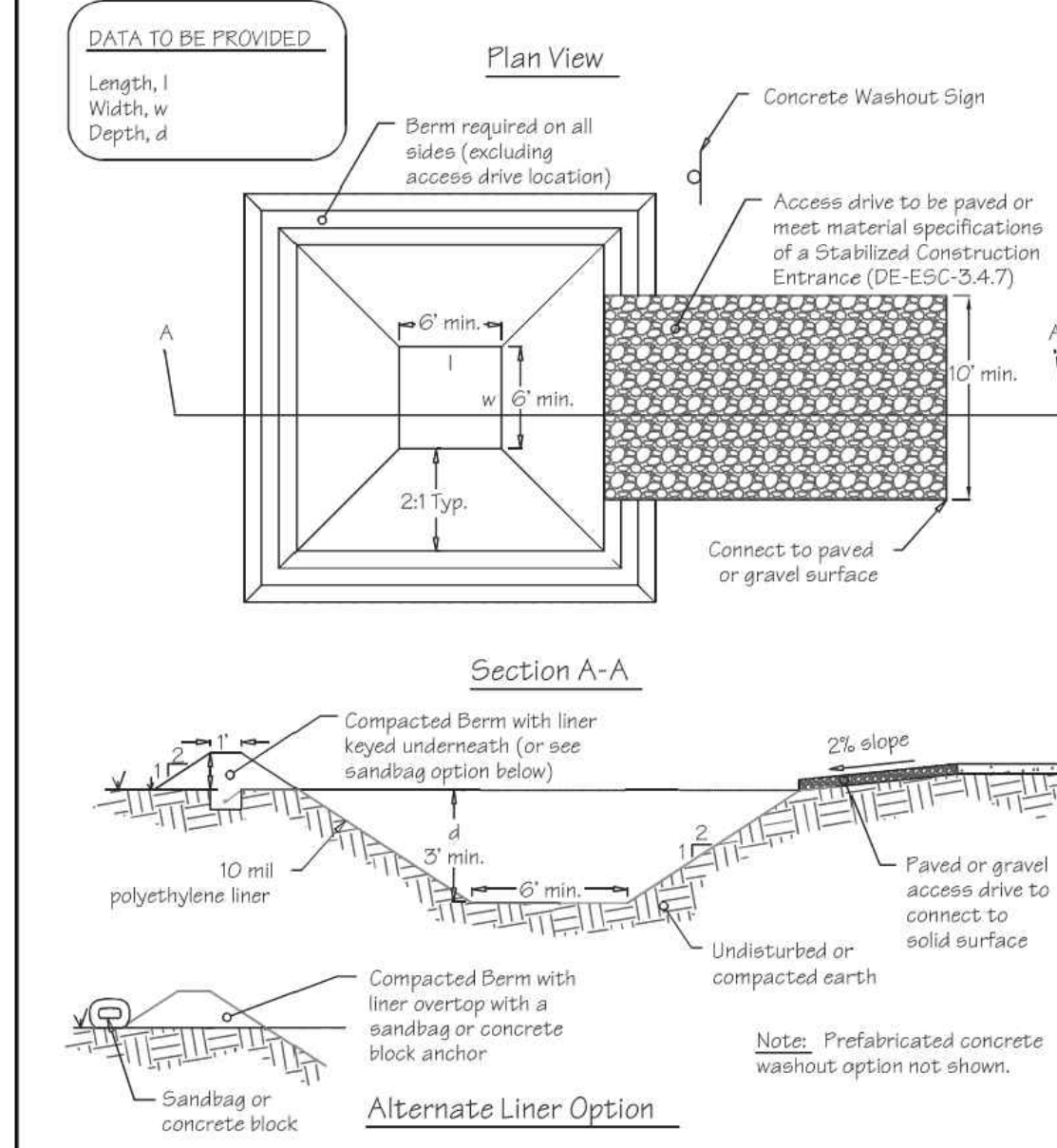
- Prominently post contact information for reporting spills through the DNREC 24-Hour Toll Free Number.
- Education**
a. Include Best Management Practices (BMPs) for construction site pollution control as part of regular progress meetings.
b. Information regarding waste management, equipment maintenance and spill prevention should be prominently posted in the construction trailer.

CONTACT INFORMATION

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 Effective July 2023
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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
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Standard Detail & Specifications
Concrete Washout

Construction Notes:

- Locate washout area a minimum of 50 feet from open channels, stormdrain inlets, wetlands or waterbodies.
- 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.
- 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.
- 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 overlap with sandbags or concrete blocks to hold in place.
- Provide a sign designating the washout area, and for large construction sites, provide signs throughout directing traffic to its location.
- 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.
- 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
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VANDEMARK & LYNCH, INC.
ENGINEERS - SURVEYORS
4305 MILLER ROAD WILMINGTON, DE 19802 (302) 764-7635 WWW.VDLENG.COM

PROJECT NAME

Maple Avenue Park Improvements

TOWN OF ELSMERE
New Castle County, DE

SEAL



PLAN TYPE

Maple Avenue Park Improvements

E&S
DETAILS

NOT TO SCALE

REVISIONS

NO	DATE	REVISION

PROJECT NUMBER: 25200.16
SURVEYED BY: N/A
DRAWN BY: EKV
PROJECT MANAGER: NAC
MOD. GRID: 094/356
DATE: 10.22.24
FILE: 25200.16-CONST-07
APPLICATION #:

DRAWING NUMBER

C1.08

SHEET SIZE: 24x36

SHEET 7 OF 7 | REV 0