

TOWN OF ELSMERE

REQUEST FOR PROPOSAL NO. 25-03

<u>Patty Blevins Walking Path – Tamarack Avenue Drainage</u> <u>Improvements</u>

February 13, 2025

Deadline to Respond Monday, March 10, 2025 2:00 PM

REQUEST FOR PROPOSAL NO. 25-03

Patty Blevins Walking Path – Tamarack Avenue Drainage Improvements

ALL OFFERORS:

The enclosed packet contains "REQUEST FOR PROPOSAL 25-03" for the PATRICIA M. BELVIN PEDESTRIAN PATH OFF TAMARACK AVE DRAINAGE IMPROVEMENTS within the Town of Elsmere, Delaware. The proposal consists of the following documents:

- 1. Appendix "A" Proposal Form
- 2. Appendix "B" Affidavit of Workers Eligibility
- 3. Appendix "C" Debarment Certification
- 4. Appendix "D" Sample Certificate of Insurance
- 5. Proposal

Your proposal and the proposal reply section must be executed completely and correctly and returned in a clearly marked envelope displaying the RFP Number by 2:00 p.m., Monday, March 10, 2025, to be considered. Proposals shall be submitted to the Town of Elsmere, Finance Department, 11 Poplar Avenue, Elsmere, Delaware 19805. Electronic proposals will not be accepted.

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please contact the Town Manger Steven Martin via email at <u>Smartin@townofelsmere.com</u>.

SECTION 1

1. <u>COMPETITIVE SEALED PROPOSAL:</u>

It has been determined by The Town of Elsmere, in the best interest of the Town, this solicitation be offered as a request for proposals so that the Town will be able to:

- 1. Provide Proposers an opportunity for discussion and revision of their proposal. Revisions may be permitted after submission of proposals but prior to the award of a contract for the purpose of obtaining a final contract which is in the best interest of the Town.
- 2. To allow negotiations between the Town and a responsible Proposer who has submitted a Proposal found to be reasonably likely to be selected for awarding a contract. The contents of any proposal shall not be disclosed so as to be available to competing Proposers during the negotiation process.
- 3. Conduct oral or written discussions with Proposers concerning technical and price aspects of their proposal; and
- 4. Compare the different price, quality and contractual factors of all proposals submitted.

2. <u>PROPOSAL REQUIREMENTS:</u>

Any proposal must have costs and equipment lists broken down and must include all removal, disposal, purchase and installation of all equipment and materials.

3. CONTRACT PERIOD:

Should the Mayor and Council decide to issue a contract, each Proposer's contract shall be valid until the construction under this contract is complete.

4. PRICES:

Prices and/or rates shall be all inclusive and shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the Town.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on any contract.

5. **QUANTITIES:**

The attention of Proposers is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates, and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by the Town as deemed necessary during the period of any contract.

6. FUNDING OUT:

Proposals are being requested to allow the Town to determine the feasibility of continuing to outsource the services requested in the proposal. It is anticipated that a decision by the Town will be reached regarding the feasibility completing work requested in the proposal within sixty (60) days of the proposal deadline. If a decision to complete the project is approved, the actual award of a contract will be reached within ninety days (90) of that decision. The awarding or continuation of any contract which may ultimately be awarded, is contingent upon funding being appropriated by the Mayor and Council.

7. <u>PERFORMANCE BOND REQUIREMENT:</u>

Should a contract be awarded, the proposer shall be required to post a performance bond in an amount equal to the total amount of their proposal.

8. MANDATORY INSURANCE REQUIREMENTS:

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the Proposer shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage's provided coverage limits specified below with a carrier satisfactory to the Town. Proof of such coverages must be provided to the Town prior to any work being performed.

A. Comprehensive General Liability

\$1,000,000 Each Occurrence\$2,000,000 Products/Completed Operations\$1,000,000 Personal & Advertising Injury\$2,000,000 General Aggregate

The Town of Elsmere must be included as an Additional Insured via form CG2010 and CG2037 or equivalent. Additional Insured status must be granted on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

B. Automotive Liability

\$1,000,000 Combined Single Limit

Includes ALL Owned, Hired & Non-Owned Vehicles

The Town of Elsmere must be included as an Additional Insured and Additional Insured status must be granted on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

C. Workers Compensation & Employers Liability

Workers Compensation - Statutory Coverage (All owners, sole proprietors, members, partners, etc. must be included in Workers Compensation Coverage) Employers Liability

Each Accident -	\$1,000,000
Each Disease -	\$1,000,000
Disease Policy Limit -	\$1,000,000

A Waiver of Subrogation is granted in favor of The Town of Elsmere.

D. Umbrella Liability

\$2,000,000 Each Occurrence \$2,000,000 General Aggregate

The Town of Elsmere must be included as an Additional Insured via form CG2010 and CG2037 or equivalent (Following the Underlying Additional Insured Forms) Additional Insured status must be granted on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

E. Errors & Omissions (Subject to The Town of Elsmere Requirements)

9. BUSINESS LICENSE:

Prior to receiving an award, the successful Proposer shall furnish the Town with proof of a State of Delaware, New Castle County (if applicable) and Town of Elsmere Business Licensure.

10.HOLD HARMLESS:

The Proposer agrees that it shall indemnify and hold the Town of Elsmere and all its agencies and employees harmless from and against all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Proposer, its employees, and invitees on or about the premises and which arise out of the Proposer's performance, or failure to perform as specified in the Agreement.

11.NON-PERFORMANCE:

In the event the Proposer does not fulfill its obligations under the terms and conditions of this contract, the Town may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Proposer. Under no circumstances shall monies be due to the Proposer in the event open market products can be obtained below contract cost. Any monies charged to the Proposer may be deducted from an open invoice.

12.FORCE MAJEURE:

Neither the Proposer nor the Town of Elsmere shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. EXCEPTIONS:

Proposers may elect to make minor exceptions to the terms and conditions of this RFP. The Town of Elsmere will evaluate each exception according to the intent of the terms and conditions contained herein,

but the Town shall reject exceptions that do not conform to Federal, State or Local law and/or create inequality in the treatment of Proposers.

Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

14.<u>BUSINESS REFERENCES:</u>

Proposers must supply three (3) business references consisting of current or previous customers to which they provided similar services to a similar number of residential properties. Each reference provided shall contain the name, address, telephone number, fax number, e-mail address, and the name of a verifiable current contact person.

15. <u>RESPONSIBILITY:</u>

Those providing a proposal must affirmatively demonstrate their ability to meet the following requirements:

a. Have adequate financial resources, or the ability to obtain such resources as required.

b. Be able to comply with the required or proposed delivery schedule.

c. Own a sufficient number of vehicles and equipment to ensure consistent delivery of the services without interruption should the Proposer experience break down or equipment failures.

d. Employ enough employees to convince the Town that a lack of employees will not be an issue throughout the contract period.

- e. Have a satisfactory record of performance.
- f. Be otherwise qualified and eligible to receive an award.

g. Possess and maintain throughout the term of the contract should one be awarded, a valid State of Delaware, New Castle County and Town of Elsmere, Business License.

h. All services shall be provided during the normal work week (Monday through Friday) between the hours of 8:00am and 4:00pm. Prior approval of the Town Manager must be obtained prior to any work being performed after 4:00pm or on a Saturday or Sunday.

The Town may request other information sufficient to determine provider's ability to meet requirements of this Request for Proposal.

16. PROPOSAL ADMINISTRATION:

Under this Proposal, the Town Manager of the Town of Elsmere, shall be the Proposal Administrator with designated responsibility to ensure compliance with proposal

requirements, such as but not limited to, acceptance, inspection and delivery. The Proposal Administrator will serve as liaison between the Town of Elsmere and the successful Proposer.

17. DESIGNATED CONTACT PERSON:

Proposer shall provide the Town with a local contact number within the (302) area code, and one specific person who shall be designated by the Proposer as a single point of contact. This person is to serve as liaison between the Proposer and the Town concerning all compliance issues with proposal requirements.

18.BILLING AND PAYMENT:

Payment shall be made by check from the Town of Elsmere upon satisfactory completion and acceptance of items and submission of an invoice to the Town for work specified by this Proposal Document. All payments owed will be paid no later than thirty (30) days after the invoice is received by the Town.

At a minimum, invoices shall include:

- 1. Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- 2. Town of Elsmere Proposal Number, Purchase Order, and/or delivery order number
- 3. Identification of items or service as outlined in the Proposal
- 4. The quantity or quantities, applicable unit prices, total prices, and total amount
- 5. Any additional payment information which may be called for by the Proposal

Payment inquiries should be directed to the Town of Elsmere Finance Department; Attention: Valarie Strzempa at (302) 998-2215.

19. DOCUMENT(S) EXECUTION:

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful Proposer for signature shall be executed by a representative who has the legal authority to enter the organization into a formal contract with the Town of Elsmere.

20. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No Proposer or any of their employees is authorized to begin any work prior to receipt of a Town of Elsmere award letter signed by authorized representatives of the Town authorizing the service. No purchase order, telephone call, or fax shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.

21. TIME OF PERFORMANCE:

The services of the Proposer are to commence after receipt of an award letter and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. In any event all the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Proposer unless amended, in writing, by both parties.

22. PROPOSER RESPONSIBILITY:

The Town may enter into a contract with the successful Proposer. The successful Proposer shall be responsible for all products and services as required by this RFP. Sub-proposers, if any, shall be clearly identified in the financial proposal.

23.<u>PERSONNEL:</u>

a. The Proposer represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.

b. All of the services required hereunder shall be performed by the Proposer or under their direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Town.

24. TERMINATION OF CONTRACT:

Should a contract be awarded, if for any reason, or through any cause, the Proposer fails to fulfill in timely and proper manner his obligations, or if the Proposer violates any of the covenants, agreements, or stipulations of the contract, the Town of Elsmere shall have the right to terminate the contract by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Proposer in the performance of the contract shall, at the option of the Town of Elsmere, become its property, and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Town.

25.<u>CHANGES:</u>

Both parties may, from time to time, require changes in the services to be provided by the Proposer under the Scope of Work. Such changes, including any increase or decrease in the amount of the Proposer's compensation, which are mutually agreed upon by and between the Town and the Proposer, shall be incorporated in written amendments any contract awarded.

26. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid contract has been awarded and executed.

27. ASSIGNMENT OF ANTITRUST CLAIMS:

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

28. COVENANT AGAINST CONTINGENT FEES:

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the Town of Elsmere shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. GRATUITIES:

a. If it is found, after notice and hearing, by the Town of Elsmere that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Proposer or any agent of the Town of Elsmere with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the Town of Elsmere may, by written notice to the Proposer,

b. terminate the right of the Proposer to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the Town of Elsmere makes such findings shall be in issue and may be reviewed in proceedings pursuant to the remedies clause of this contract; and

c. In the event this contract is terminated pursuant to subparagraph "a", the Town of Elsmere shall be entitled (i) to pursue the same remedies against the Proposer, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Proposer in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the Town of Elsmere.

30. AFFIRMATION:

The Proposer must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

31.AUDIT ACCESS TO RECORDS:

The Proposer shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Proposer agrees to preserve and make available to the Town of Elsmere, upon request, such records for a period of five (5) years from the date services were rendered by the Proposer. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Proposer agrees to make such records available for inspection, audit, or reproduction to any official Town of Elsmere representative in the performance of his/her duties under the Contract. Upon notice given to the Proposer, representatives of the Town of Elsmere or other duly authorized Town of Elsmere or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Proposer's financial records will be borne by the Proposer.

Reimbursement to the Town of Elsmere for disallowances shall be drawn from the Proposer's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

32. TERMINATION OF CONTRACT:

a. Termination for Cause - If, for any reasons, or through any cause, the Proposer fails to fulfill in timely and proper manner his obligations under this Contract, or if the Proposer violates any of the covenants, agreements, or stipulations of this Contract, the Town of Elsmere shall thereupon have the right to terminate this contract by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Proposer under this Contract shall, at the option of the Town of Elsmere, become its property, and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Town of Elsmere.

b. Termination for Convenience - The Town of Elsmere may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Town of Elsmere, become its property and the Proposer shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Town of Elsmere. If the Contract is terminated by the Town of Elsmere as provided herein, the Proposer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Proposer covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Proposer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Proposer during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

33.<u>REMEDIES:</u>

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the Town of Elsmere and the Proposer arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction.

34.<u>AMENDMENTS:</u>

This contract may be amended, in writing, by agreement of both parties.

35. PROFESSIONAL SERVICES PROCUREMENT METHOD (IF APPLICABLE):

The Town of Elsmere shall evaluate qualifications and prepare a list, ranking in order of preference, of the Proposals deemed to be qualified to perform the required services for each service/contract.

The Town of Elsmere will enter into negotiations with the most qualified Proposer selected as a result of the Request for Proposal process.

Beginning with the top Proposer designated on the list for the Service/Contract; the Town of Elsmere shall begin negotiations. After the successful negotiations, a contract will be entered into with the successful Proposer. If the Town of Elsmere is unsuccessful in negotiating the most qualified Proposer, it will negotiate with the next most qualified Proposer, and so on.

36.SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every Sub-Proposer shall be identified in the Proposal and agreed to in writing by the Town of Elsmere. Any substitutions in or additions to such Sub-Proposers, associates, or consultants will be subject to the prior written approval of the Town of Elsmere.

The Proposer(s) shall be responsible for compliance by the Sub-Proposer with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Proposer shall be liable for any noncompliance by any Sub-Proposer. Further, nothing contained herein or in any Sub-Proposer agreement shall be construed as creating any contractual relationship between the Sub-Proposer and the Town of Elsmere.

37. TOWNS RESPONSIBILITIES:

The Town shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Proposer to the Town and render to the Proposer in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Proposer.

b. Give prompt written notice to the Proposer whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Proposer's services.

38. CONFIDENTIALITY:

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Proposers are advised that upon request for this information from a third party, the Town is required to make an independent determination as to whether the information may be or must be divulged to the party.

39.CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the Town of Elsmere and any Proposer. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- 1. Contract
- 2. Request for Proposal Specifications or Scope of Work Definitions & General Provisions Proposal
- 3. Purchase Order Special Instructions

40.ASSIGNMENT:

This contract shall not be assigned except by express written consent from the Town of Elsmere.

SECTION 2

1. FORMAT FOR PROPOSAL:

A. **INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Proposer must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. <u>COVER LETTER:</u>

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Proposers ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Town of Elsmere.

C. <u>TABLE OF CONTENTS:</u>

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. <u>DESCRIPTION OF SERVICES AND QUALIFICATIONS:</u>

Each proposal must contain a detailed description of how the Proposer will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Proposer will provide that are not mentioned in this RFP.

E. <u>NUMBER OF COPIES WITH MAILING OF PROPOSAL:</u>

Four (4) copies of the Proposal and 1 USB copy shall be submitted in a sealed package clearly marked with the name of the Proposer and labeled Town of Elsmere RFP 25-02, Town Hall Window Replacements. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Proposers signature. The remaining three (3) copies do not require original signatures.

F. <u>ADDENDA TO THE RFP:</u>

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all Proposers known to have received a copy of the RFP. Potential Proposers shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. **INCURRED EXPENSES:**

The Town of Elsmere will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. <u>ECONOMY OF PREPARATION:</u>

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Proposers offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

I. <u>RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR</u> <u>IRREGULARITIES:</u>

The Town of Elsmere reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the Town of Elsmere will be served by doing so.

SECTION 3

GENERAL INSTRUCTIONS:

All Proposals submitted must be valid for a period of one hundred eighty (180) days after Proposal Deadline.

The successful proposal if awarded will become a part of the contract between the Town of Elsmere and the successful Vendor.

Prior to submitting Proposal, Proposers are required to examine the Proposer instructions, specifications and Proposal forms carefully. Failure to do so will be at the Proposers risk.

All costs directly or indirectly related to the preparation of a response to this Proposal, or any oral presentation required by the Town of Elsmere to supplement and/or clarify a Proposal shall be the sole responsibility of the Proposer.

All certificates of insurance coverage must be provided to the following individual prior to beginning work:

Steven Martin Town Manager Town of Elsmere 11 Poplar Avenue Elsmere, Delaware 19805

Proposers must provide a list of at least three (3) entities where projects and services have been provided that is similar in size and scope.

It shall be the sole responsibility of the Proposer to visit the sites where the grounds are to be maintained and ask any questions, they may have request clarification as to the specific requirements of this request for proposal with the Town Manager or his designated representative prior to submitting a proposal.

The successful Proposer must supply all of the equipment, materials and labor. The Town of Elsmere may provide storage space for the Proposers equipment only after written requests have been submitted.

The Proposer must submit a status report of jobs completed to the Town Manager on a weekly basis. This report will list completed job duties during the reporting period. Duties to be reported include work performed, and project status updates. Problem conditions that are encountered during the normal duties of the Proposer shall be reported as well. This report may also contain any other comments or suggestions. A representative of the Town of Elsmere will periodically throughout the year conduct site evaluations and compliance reports will be completed and turned into the Town Manger on the performance of the Proposer based on the project completion schedule and specifications.

If at any time the Proposers performance fails to meet expectations the Proposer will be provided an opportunity to correct any deficiencies which will not exceed a period of thirty (30) days. If performance does not improve, the contract will be cancelled.

GENERAL SPECIFICATIONS

Description: This RFP is for a large-scale drainage project which will improve the infrastructure of the Town's drainage system along the Patty Blevins Walking Path and Tamarack Avenue. The specific project site is located along Tamarack Avenue between O Street and the Patricia M. Belvin Pedestrian Path, and along the Patricia M. Belvin Pedestrian Path between Tamarack Avenue and Dover Avenue at Fairgrounds Park in the Town of Elsmere, Delaware.

The goal, as part of stormwater improvement measures, is to enhance the existing storm drainage systems to reduce water ponding along Tamarack Ave as well as flood mitigation within low lying areas along the Patricia M. Belvin Pedestrian Path. Thus, the project consists of installing 5 new storm drain inlets and manholes along Tamarack Avenue with new storm drain pipes to tie into the existing storm drain network. Additional construction includes installation of a 4-foot wide by 1,600 linear foot (LF) swale with riprap stabilization at the outfalls along the Pedestrian Path. Proposed construction will also include repairing pavement surface via milling and overlaying about 200 LF section along Tamarack Ave, and milling and overlay along the Pedestrian Path to eliminate low laying areas.

Tamarack Ave is a residential roadway running approximately north and south with two-way traffic, parking lanes on either side, and curb and gutter. Properties west of Tamarack Ave consist of two story brick row homes. Properties east of Tamarack Ave consist of one- to one and a half-story masonry single family homes and two-story brick duplexes. In the vicinity of the project site, the existing Tamarack Ave roadway is asphalt paved and approximately 30 feet wide with two-way traffic and parking lanes on either side. The roadway has a curb and gutter on either side throughout the project limits. The roadway runs approximately north-south. Throughout most of the project limits, the existing pavement surface have *low to moderate severity transverse cracks, longitudinal cracks, block cracks, and fatigue cracking* predominately within the wheel paths and along the edges of the pavement in the parking lanes. At the south end of Tamarack Ave, from M St to the Pedestrian Path, there is severe *fatigue cracking and large areas of rutting/depressions*.

The Patricia M. Belvin Pedestrian Path runs approximately east-west throughout the project limits, the ground surface is relatively level to gently undulating with maintained grassy areas on either side of the path. Immediately south of the path, within the path's right-of-way, there are high voltage powerlines on steel truss towers founded on concrete slabs that are about 6-feet square. South of the path. There are high voltage powerlines on steel monopoles immediately north of the drainage ditch as well as the rear end of properties along Dover Ave. In the vicinity of the project site, the existing approximately 10-feet wide Pedestrian Path is asphalt paved and runs approximately east-west. The pedestrian path remains in relatively good condition.

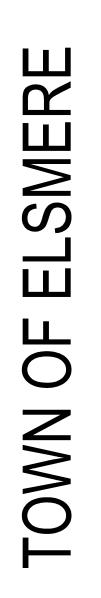
The scope and general notes of the project can be found in the contrition drawings.

All proposals shall ensure the inclusion of the following:

DESIGN DESIGNATION DESIGN DESIGNATION TBD ROAD NAME: TAMARACK AVE, O STREET, SYCAMORE AVE, N STREET, DOVER AVE, MAPLE ONAL CLASS: LOCAL ROAD NAME: TAMARACK AVE, O STREET, SYCAMORE AVE, N STREET, DOVER AVE, MAPLE D.H.V. PROJECTED: N/A YEAR: N/A ONAL CLASS: LOCAL D.H.V. PROJECTED: N/A D.H.V. PROJECTED: N/A YEAR: N/A F CONSTRUCTION: ROAD WAY & DRAINAGE IMPROV DESIGN SPEED: N/A YEAR: N/A F CONSTRUCTION: N/A TRUCKS: N/A TRUCKS: N/A OURRENT: N/A TRUCKS: N/A TRUCKS: N/A PROJECTED: N/A DIRECTION OF DISTRIBUTION: N/A MAP DESIGN PARAMETER REQUIRED PROVIDED DAT	ASSOCIATED	30% BID DOCUMENTS FOR ADVERTISEMENT (NOT FOR CONSTRUCTION)	PROVED FOR SMERE, TOWN MANAGER	THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST VERSION OF THE DELAWARE DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS" AND THE LATEST VERSION OF THE DELAWARE DEPARTMENT OF TRANSPORTATION "STANDARD CONSTRUCTION DETAILS."	
U.S. CUSTOMARY UNITS			Z		



TOWN MANAGER TOWN OF ELSMERE 11 POPLAR AVE ELSMERE, DE 19805 MARTIN OWNER STEVE



CONSTRUCTION PLANS FOR:

PATRICIA M. BELVIN PEDESTRIAN PATH OF TAMARACK AVE DRAINAGE IMPROVEMENT

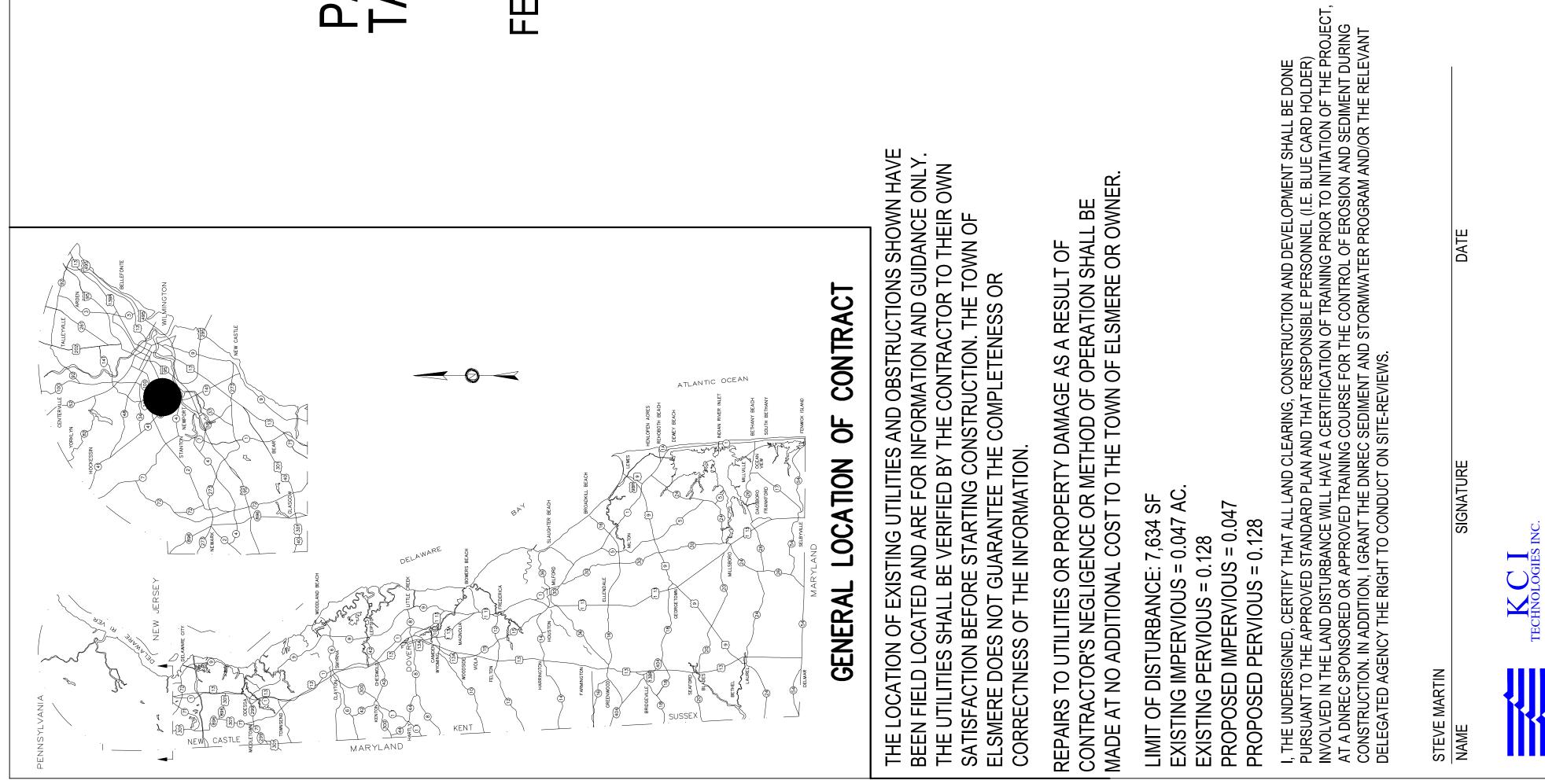


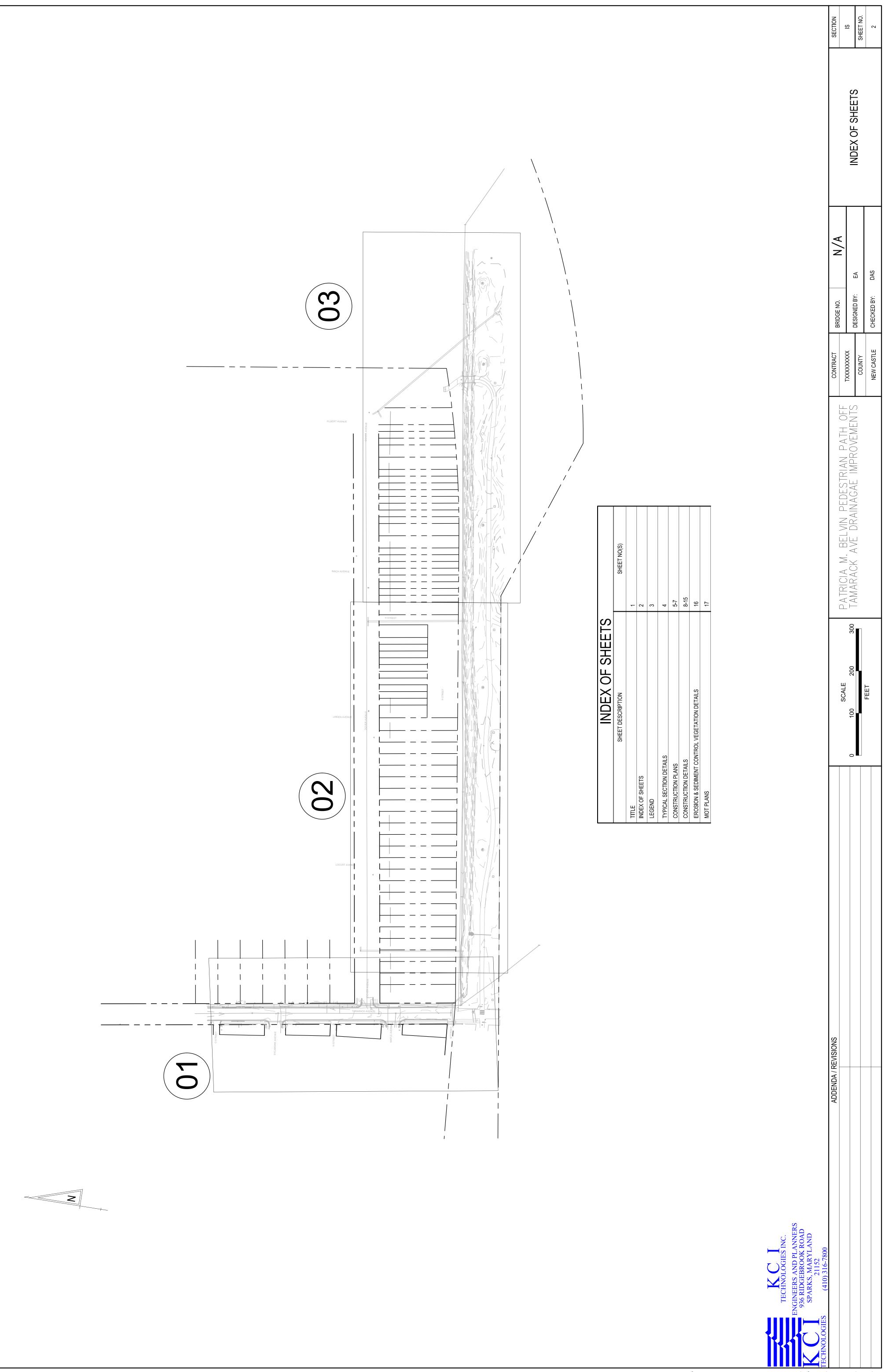
ENGINEERS AND PLANNERS 936 RIDGEBROOK ROAD SPARKS, MARYLAND 21152

(410) 316-7800

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SHEET DESCRIPTION	SHEET NO(S)
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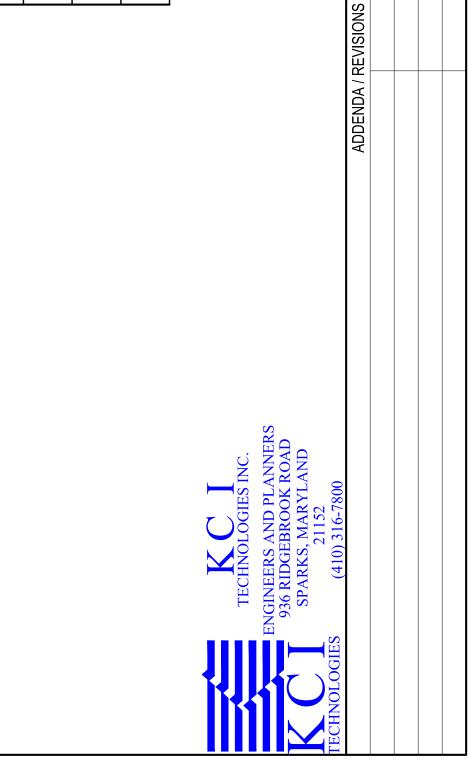
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LEGEND	LIMIT OF DISTURBANCE	100-YEAR FLOODPLAIN	SOILS BOUNDARY	STEEP SLOPES ¢15%	EASEMENT TO BE ACQUIRED	ERODIBLE SOILS WITH K FACTOR GREATER THAN 0.35	PROPOSED CONTOUR	PROPOSED PIPE	DRAINAGE INLET	MANHOLE	STORM DRAIN PIPE	OVERLAY PAVEMENT	FULL DEPTH PAVEMENT	PARTIAL DEPTH PATCH	CURB AND GUTTER

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PROPERTY LINES	
EASEMENT LINES	
EXISTING TREE	(\cdot)
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EXISTING STORM DRAIN INLET	
EXISTING STORM DRAIN MANHOLE	
SANITARY SEWER LINE	— S — — S — — S — —
EXISTING SEWER MANHOLE	()
EXISTING METAL FENCE	X
EXISTING WOOD FENCE	

LEGEND	
OVERHEAD ELECTRICAL LINE	E
UTILITY POLE	-0-
LIGHT POLE	
GUY WIRE	Ļ
EXISTING WATER LINE	M
EXISTING WATER METER / VALVE	¢
EXISTING FIRE HYDRANT	
EXISTING GAS LINE	O
EXISTING GAS VALVE	- <u>(G)</u>
EXISTING TELEPHONE LINE	т
EXISTING TELEPHONE BOX	T
EXISTING LIGHT POLE	¢
EXISTING SIGN	
EXISTING MAIL BOX	

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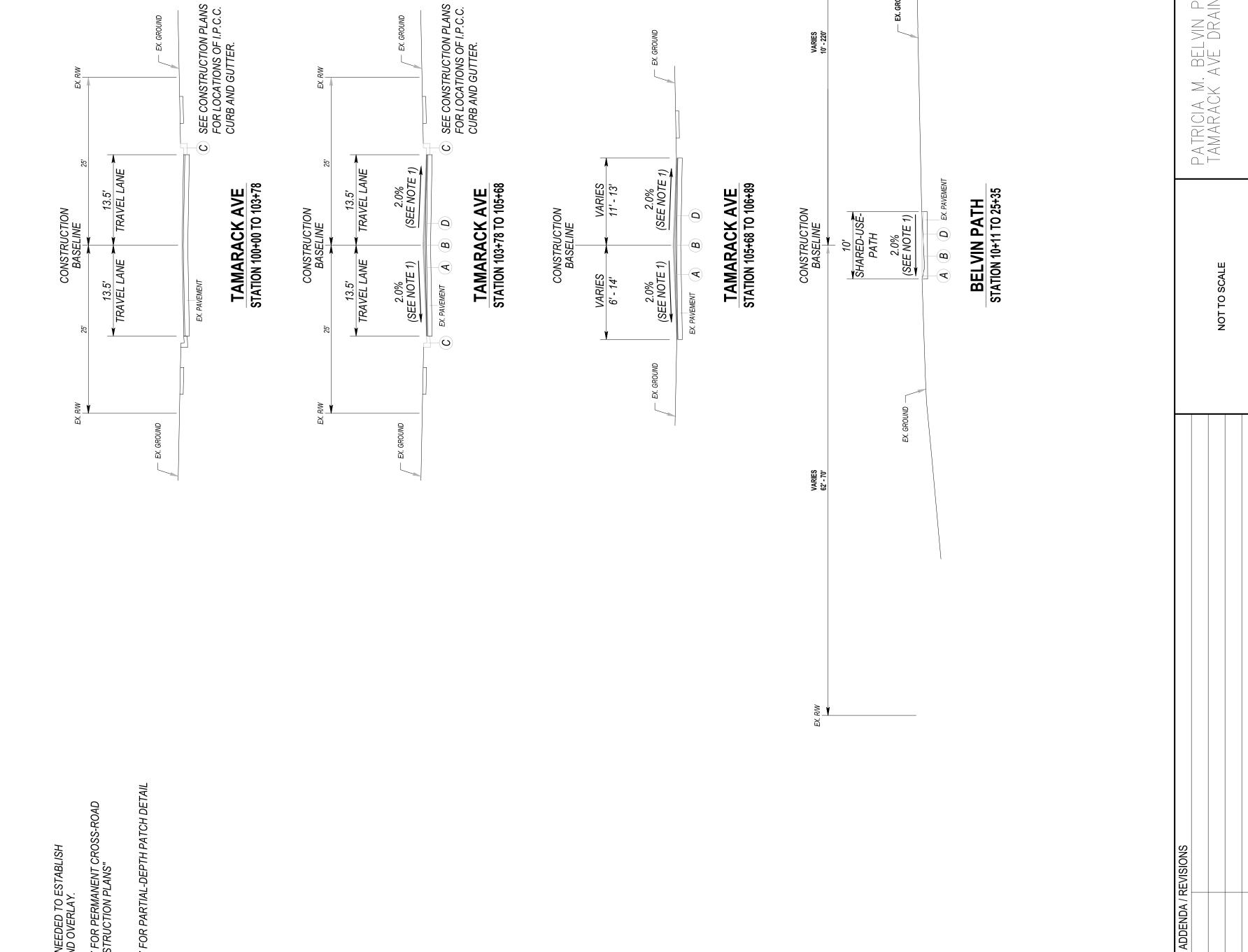
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SECTION	C H	<u>0</u>	SHEET NO.	4		
TYPICAL SECTION SHEET						
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LEGEND

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- ITEM 401005 SUPERPAVE TYPE C, 9.5mm, PG 64-22 (CARBONATE STONE)
 ITEM 401036 SUPERPAVE TYPE C, 9.5mm, PG 64-22, WEDGE
 ITEM 701023 INTEGRAL PCC CURB AND GUTTER, TYPE 3-8
 ITEM 760010 PAVEMENT MILLING, BITUMINOUS CONCRETE PAVEMENT **()**



EX. R/W

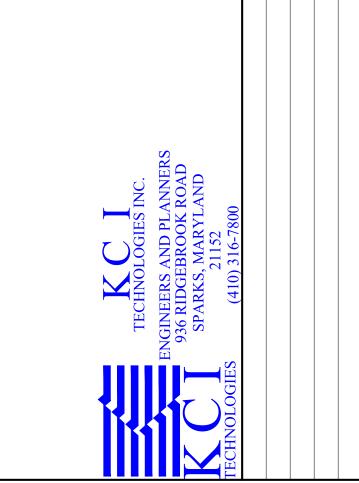
EX. GROUND



CONTRACTOR TO USE WEDGE AND LEVEL AS NEEDED TO ESTABLISH POSITIVE DRAINAGE WITHIN LIMITS OF MILL AND OVERLAY.

1.

- REFER TO "CONSTRUCTION DETAILS" SHEET 7 FOR PERMANENT CROSS-ROAD PATCH OVER PIPE TRENCH DETAIL. SEE "CONSTRUCTION PLANS" FOR PROPOSED DRAINAGE PIPE LOCATIONS. N,
- REFER TO "CONSTRUCTION DETAILS" SHEET 7 FOR PARTIAL-DEPTH PATCH DETAIL AS NEEDED WITHIN THE PROJECT LIMITS. ы.



NOTES:

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ALL INLETS SHALL MATCH EXISTING CURB FLOWLINE OFFSET.

ALL INLETS SHALL MATCH EXISTING CURB FLOWLINE ELEVATIONS

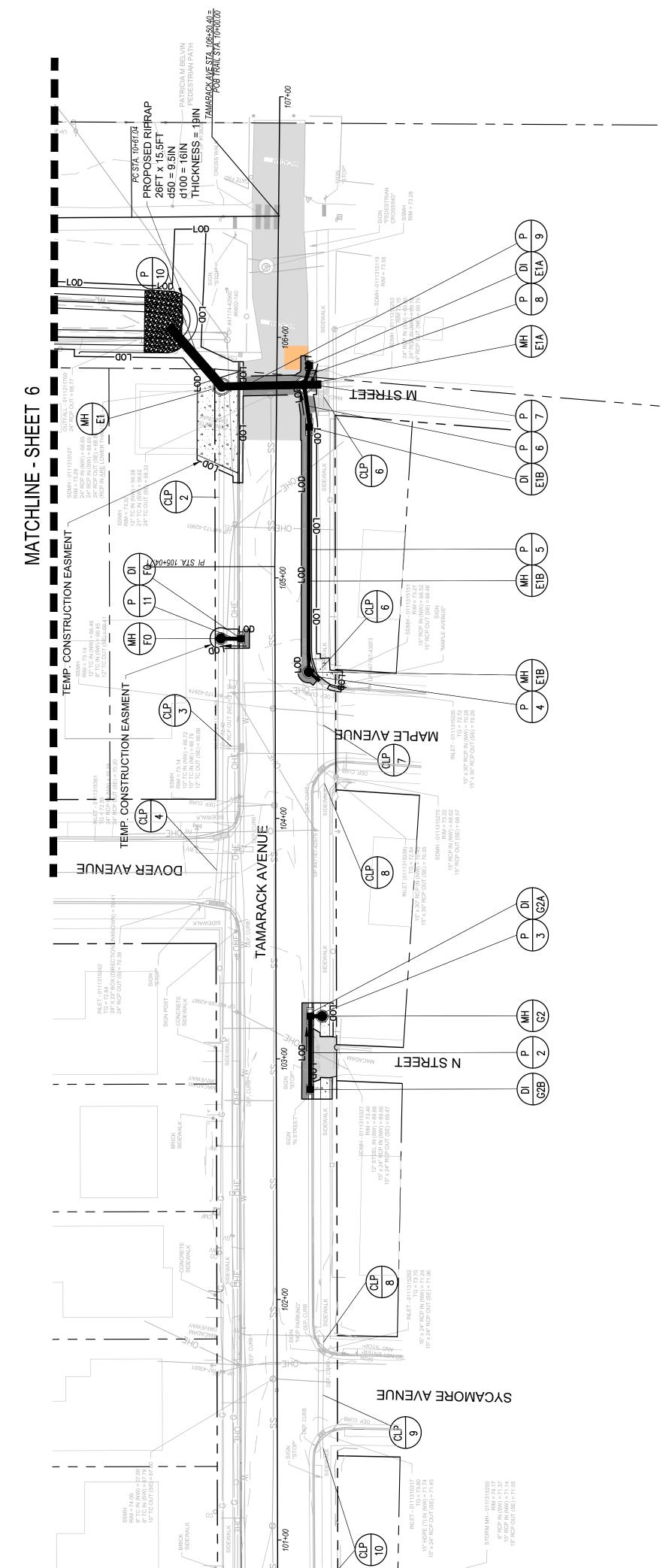
3. STATION AND ELEVATION DATA GIVEN FOR DRAINAGE STRUCTURES ARE TO BE APPLIED TO THE CENTER OF THE GRATE FOR INLETS AND TO THE CENTER OF THE STRUCTURE FOR JUNCTION BOXES AND MANHOLES.

4. ALL NEW CURB SHALL MAINTAIN EXISTING GRADE AND MAINTAIN POSITIVE DRAINAGE.

 IN AREAS WHERE PROPOSED CURB MEETS EXISTING CURB AND THE TWO CURB TYPES ARE NOT SIMILAR, THE PROPOSED CURB SHALL BE TRANSITIONED IN 2 LINEAR FEET, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE TRANSITIONED CURB WORK SHALL BE MEASURED AND PAID FOR UNDER THE PROPOSED CURB ITEM. SAW CUTTING OF THE EXISTING CURB SHALL BE INCIDENTAL TO THE PROPOSED CURB ITEM.

6.ALL PAVED AREAS TO BE RECONSTRUCTED OR WIDENED SHALL BE SAWCUT AT THE POINT WHERE THE NEW PAVEMENT IS TO TIE INTO THE EXISTING PAVEMENT.

7. ALL EXISTING STORM DRAIN STRUCTURES, SEWER MANHOLES, WATER/GAS VALVE BOXES, VAULTS, ETC. SHALL BE ADJUSTED BY THE CONTRACTOR TO MEET THE FINISHED GRADE ELEVATION, THIS WORK SHALL BE INCEDENTIAL TO THE PAVING.



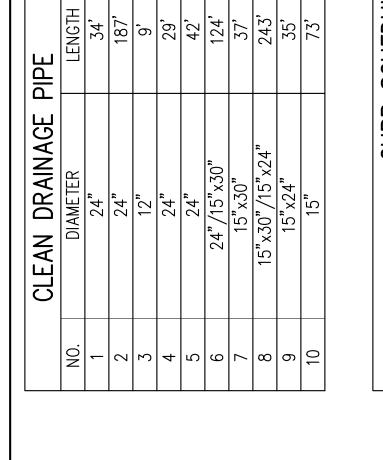
CONSTRUCTION PLANS						
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VIN PEDESTRIAN PATH OFF DRAINAGAE IMPROVEMENTS						

SECTION

СP

SHEET NO.

5



	LENGTH	200'	
CURB SCHEDULE	ITEM DESCRIPTION / TYPE	I.P.C.C CURB & GUTTER/TYPE 3-8	
	NO.	Ļ	

 INV. EL.

 72.23

 71.47

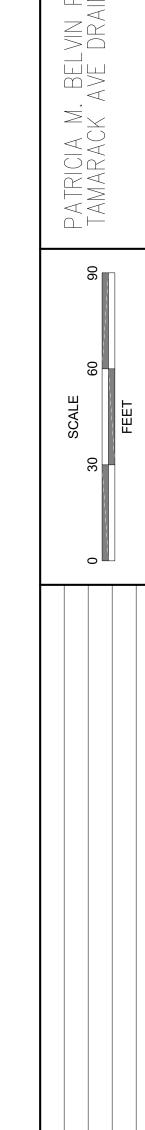
 71.47

 70.96

 69.83

 69.86

 69.86

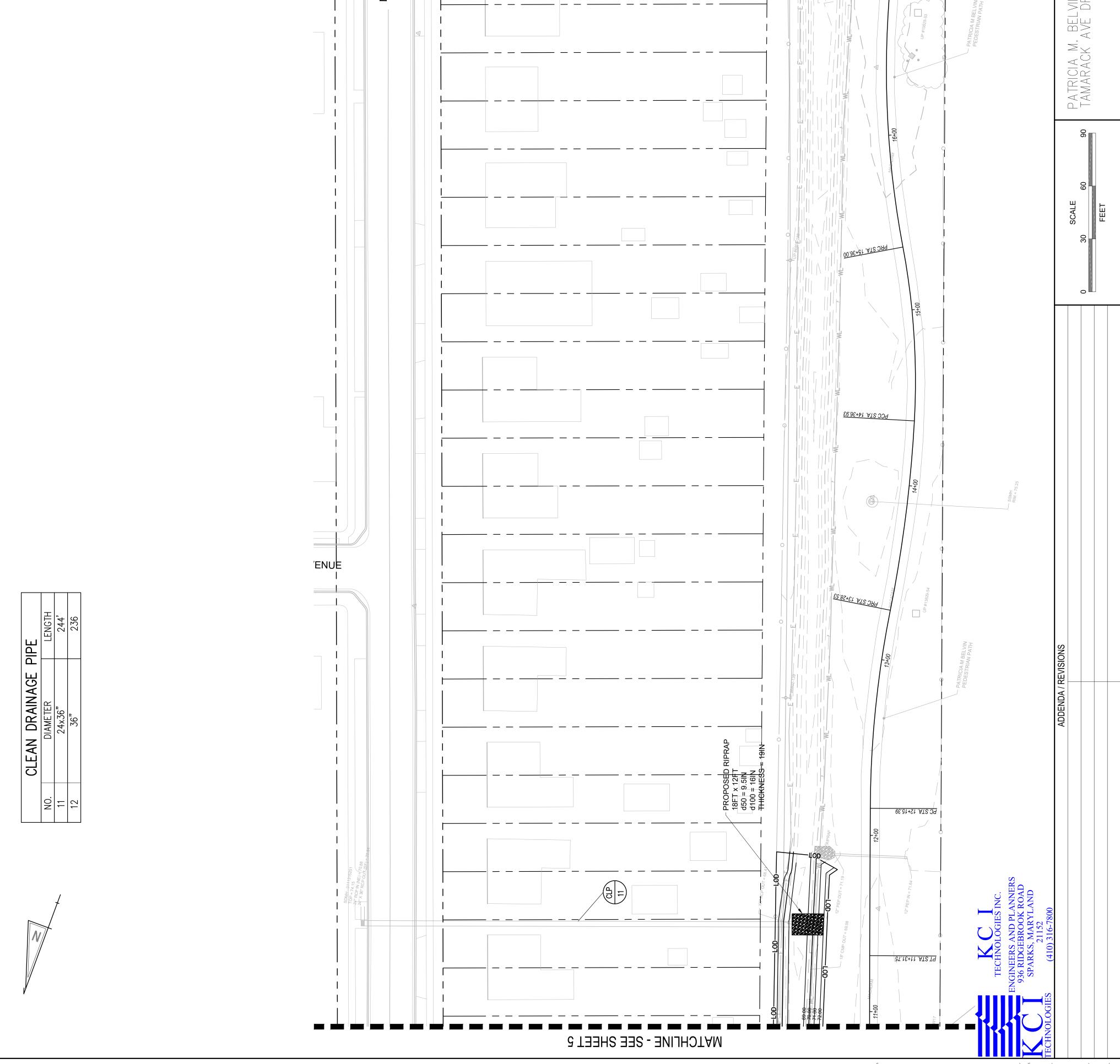


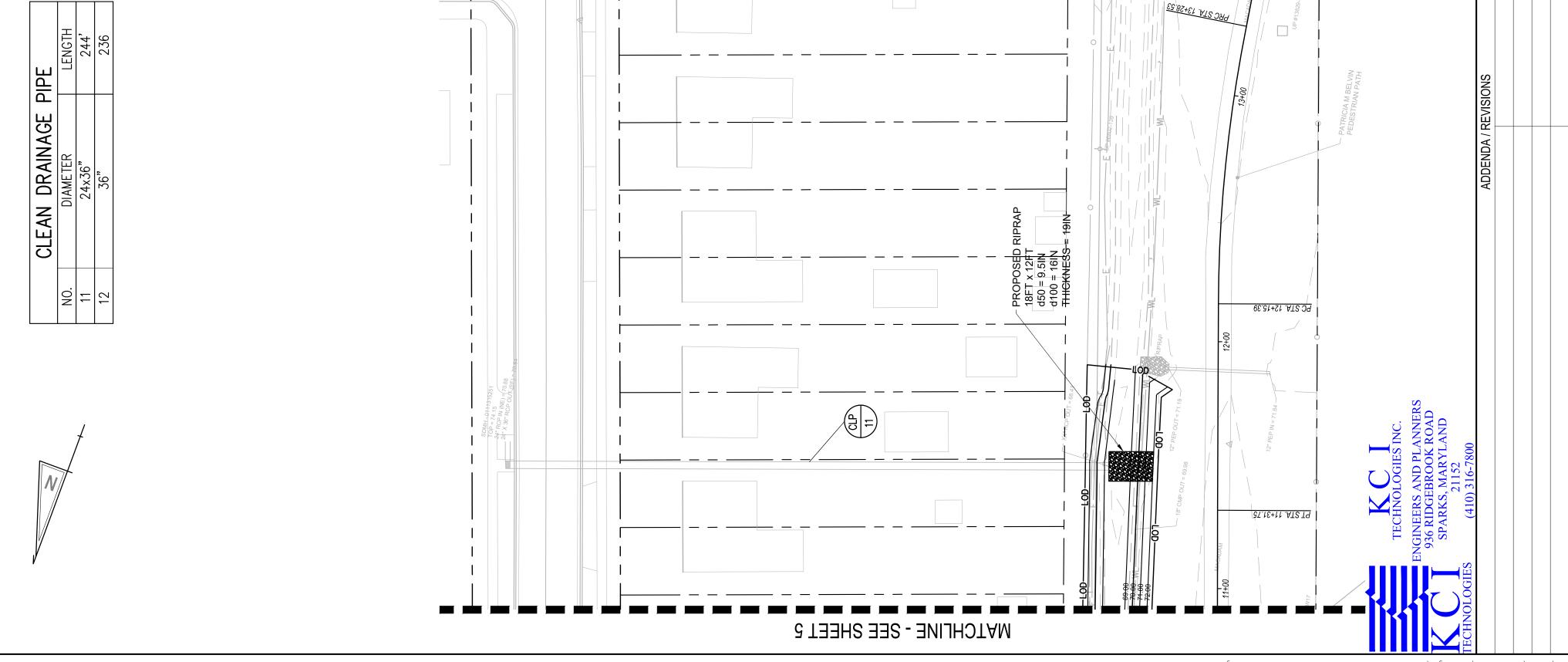
DIS. EL. DIS. EL. 72.20 71.16 70.91 70.20 69.95 69.95 69.95 69.95 69.77 68.86 69.77 68.86 69.77 68.86 69.77 68.77 69.77 69.77	INVERT EL. 68.86 69.54 70.20 69.54 70.71 70.71 *** ** ** ** ** ** ** ** **		ADDENDA / REVISIONS
NVERT EL. 72.23 71.47 70.96 70.26 70.26 70.26 69.95 69.95 69.86 69.86 69.85 69.83		COMPENSATION SIDEWALK SIDEWALK	ADDE
SCHEDULE SLOPE SLOPE 0.0100 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.00000 0.000000	ULE E T.G. EL 73.28 73.28 73.29 73.29 73.17 73.17 73.17 73.17 73.17 73.17 73.17 73.29 73.29 73.17 <td></td> <td></td>		
PIPE 3	SCHED TYPE/SIZ 17YPE/SIZ 48" 48" 48" 48" 48" 48" 48" 10 11 11 11 12" 34" 34" 34"	SIGN BRIAN MARTIN FISTIN 15" STEEL (7) OUT (SE) = 71.57	
DRAINAGE DRAINAGE CLASS CLASS <td>MANHOLE MANHOLE 0FSET 25.51 12.06 11.28 22.77 11.28 22.77 11.28 22.77 11.28 22.77 11.28 22.77 11.28 22.77 11.28 22.77 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 11.12 11.12 11.12 11.12 0 11.12 11.12 11.12 0 11.12 0 11.12 11.12 11.12 11.12 11.12 0 0 <td></td><td>KCINOLOGIES INC. ECHNOLOGIES INC. NEERS AND PLANNERS SRIDGEBROOK ROAD 21152 (410) 316-7800</td></td>	MANHOLE MANHOLE 0FSET 25.51 12.06 11.28 22.77 11.28 22.77 11.28 22.77 11.28 22.77 11.28 22.77 11.28 22.77 11.28 22.77 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 16.43 11.12 11.12 11.12 11.12 0 11.12 11.12 11.12 0 11.12 0 11.12 11.12 11.12 11.12 11.12 0 0 <td></td> <td>KCINOLOGIES INC. ECHNOLOGIES INC. NEERS AND PLANNERS SRIDGEBROOK ROAD 21152 (410) 316-7800</td>		KCINOLOGIES INC. ECHNOLOGIES INC. NEERS AND PLANNERS SRIDGEBROOK ROAD 21152 (410) 316-7800
SIZE / TYPE 15" RCP 18" RCP 18" RCP 18" RCP 15" RCP 15" RCP 15" RCP 18" RCP 24"x38" ELLIPT. R 24"x38" ELLIPT. R 28"x45" ELLIPT. R 29"x45" ELLIPT. R	STATION STATION 105+77.29 105+80.18 104+58.81 104+74.75 103+15.73 103+15.73 103+15.73 100+71.33 100+71.33 100+71.33 100+71.33 102+73.12 102+73.12 102+73.12 102+73.12 105+62.63 105+62.63 105+88.22 20RB FLOWLINE CURB FLOWLINE		TECHNOLOGIES TECHNOLOGIES ENGINEERS AND PL 936 RIDGEBROOK 936 RIDGEBROOK 21152 (410) 316-780
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	ALL INLETS SHALL MATCH EXISTING CURB ALL INLETS SHALL MATCH EXISTING CURB	FLOWLINE OFFSET. FLOWLINE ELEVATIONS.	
v, <u>A</u> µ	3. STATION AND ELEVATION DATA GIVEN FOR DR/ APPLIED TO THE CENTER OF THE GRATE FOR INLE STRUCTURE FOR JUNCTION BOXES AND MANHOLE	COMPANIAGE STRUCTURES ARE TO BE NLETS AND TO THE CENTER OF THE OLES.	Щш
4.	4. ALL NEW CURB SHALL MAINTAIN EXISTING DRAINAGE.	GRADE AND MAINTAIN POSITIVE	
ν	 IN AREAS WHERE PROPOSED CURB MEETS EXISTING CURB AND THE TWO TYPES ARE NOT SIMILAR, THE PROPOSED CURB SHALL BE TRANSITIONED IN 1 LINEAR FEET, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE TRANSITIONED CURB WORK SHALL BE MEASURED AND PAID FOR UNDER THE PROPOSED CURB ITEM. SAW CUTTING OF THE EXISTING CURB SHALL BE INCIDENTAL TO THE PROPOSED CURB ITEM. 	© EXISTING CURB AND THE TWO CURB B SHALL BE TRANSITIONED IN 10 BY THE ENGINEER. THE RED AND PAID FOR UNDER THE EXISTING CURB SHALL BE	B
ΘŦ	6.ALL PAVED AREAS TO BE RECONSTRUCTED (THE POINT WHERE THE NEW PAVEMENT IS TO	OR WIDENED SHALL BE SAWCUT AT TIE INTO THE EXISTING PAVEMENT.	
	7. ALL EXISTING STORM DRAIN STRUCTURES, SEWER VALVE BOXES, VAULTS, ETC. SHALL BE ADJUSTED BY THE FINISHED GRADE ELEVATION, THIS WORK SHALL PAVING.	SEWER MANHOLES, WATER/GAS TED BY THE CONTRACTOR TO MEET SHALL BE INCEDENTIAL TO THE	
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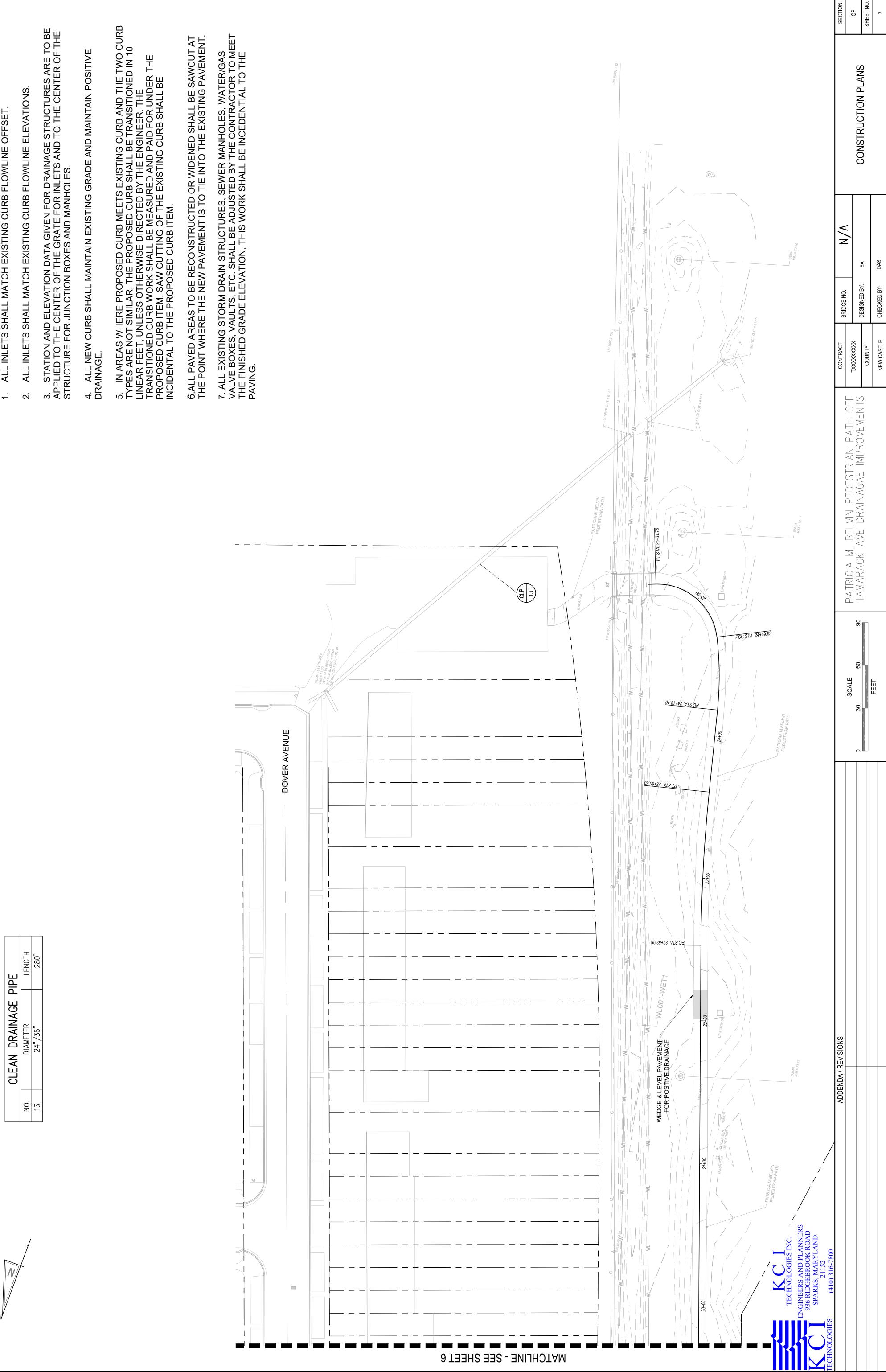


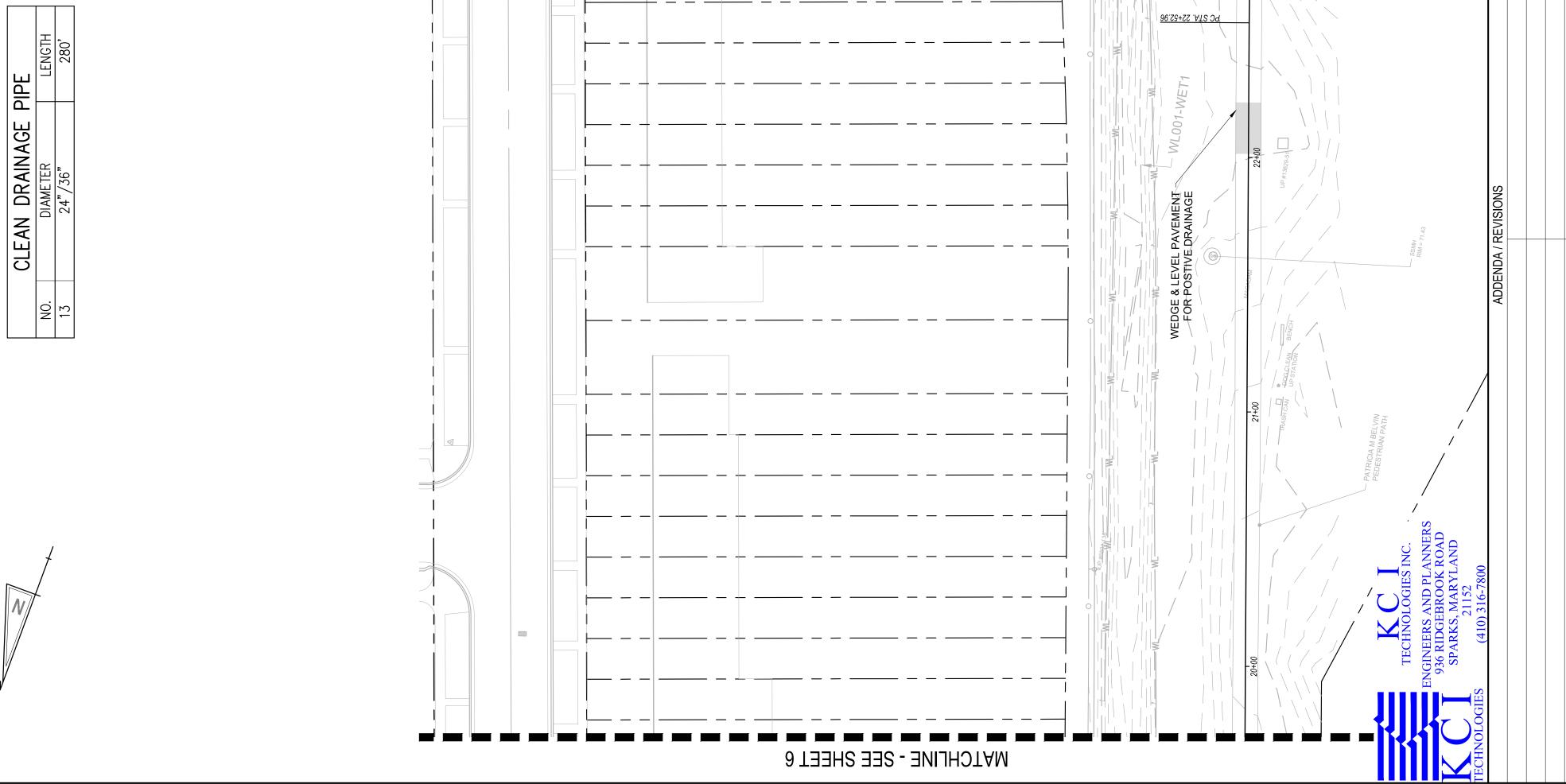


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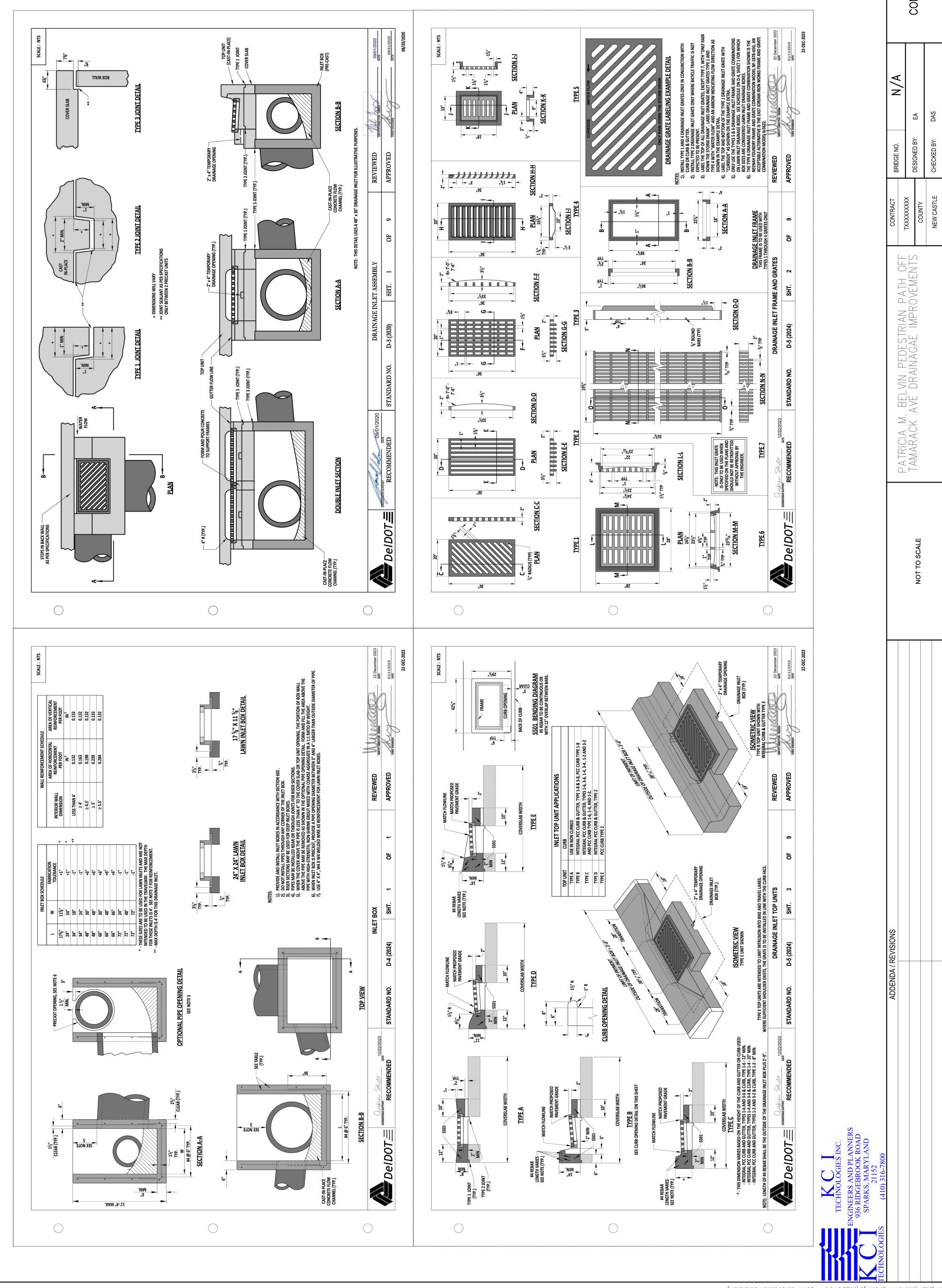
ALL INLETS SHALL MATCH EXISTING CURB FLOWLINE OFFSET.





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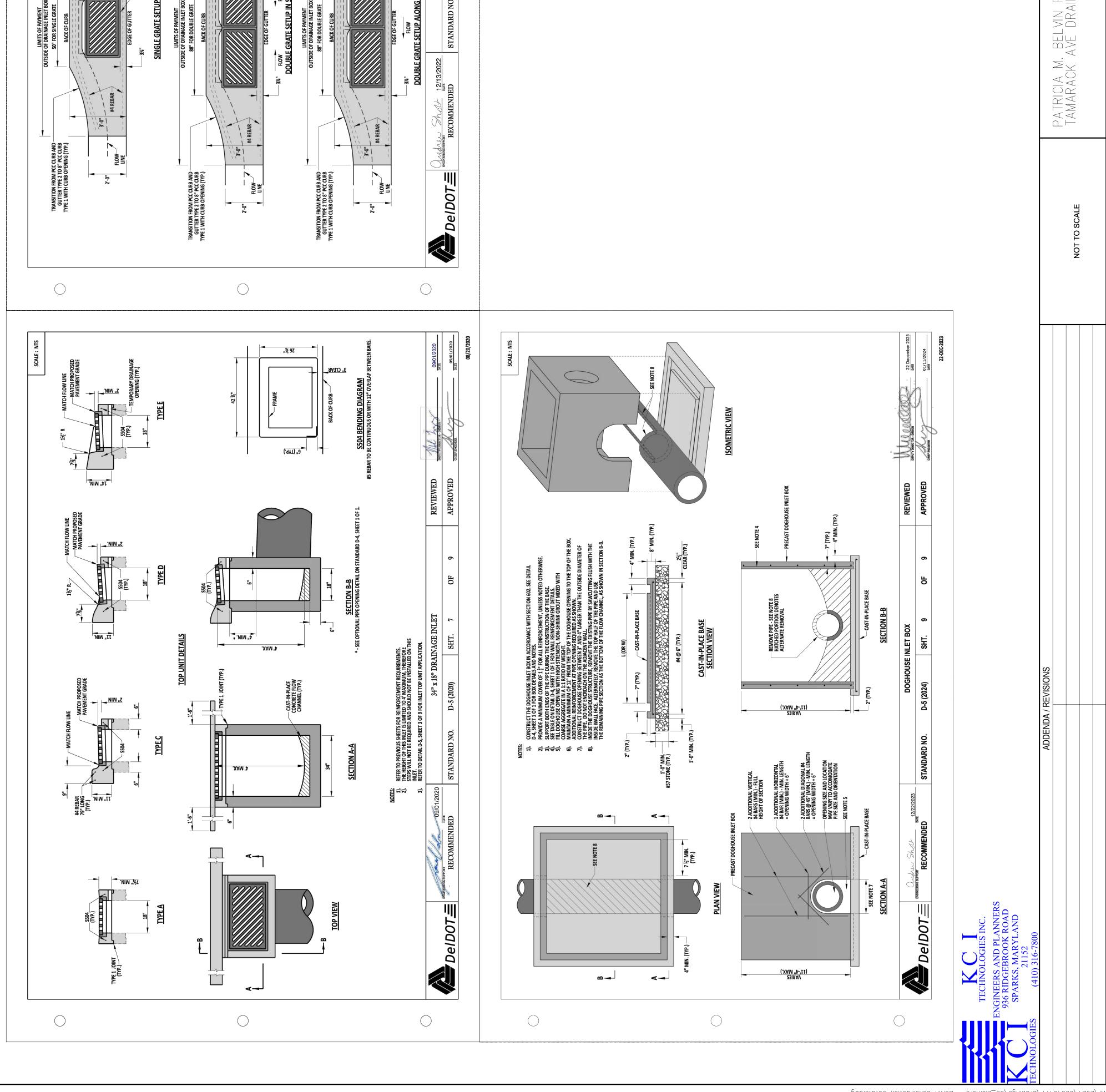
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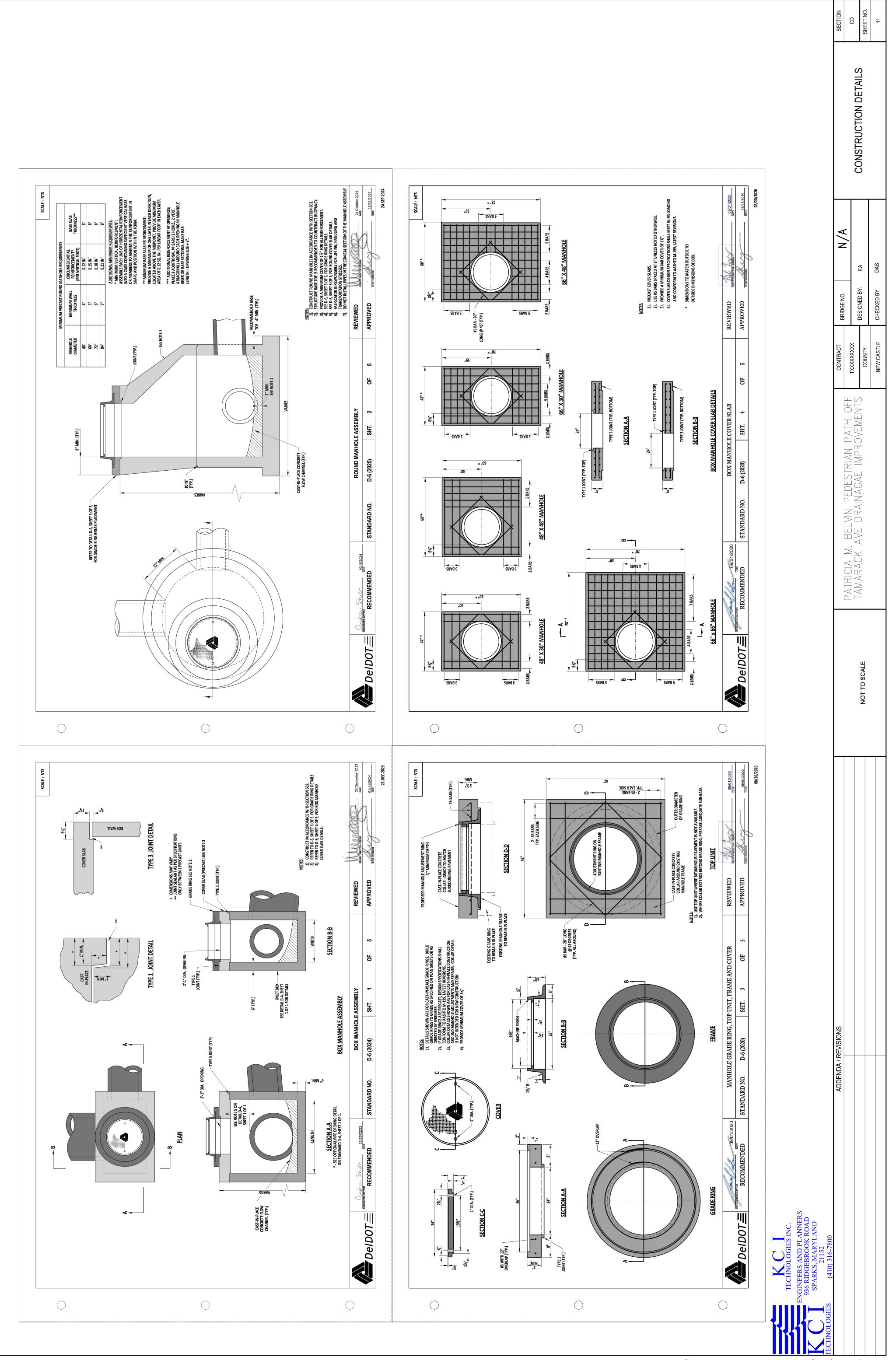
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SCALE : NTS SCALE : NTS ADWAY LOPE LOPE	∎59 		NEVER,	12/16/2022 ратв	12/12/2022 DATE 12/13/2022
A" NORMAL GUTTER SLOPE NORMAL ROADWAY CROSS SLOPE			MINIMUM BOX SIZE TO BE 34" x 24". FOR PIPE OPENINGS IN THE FRONT WALL, SHIFT THE PIPE HORIZONTALLY TO FOR PIPE OPENINGS IN THE REPARALL, SHIFT THE PIPE HORIZONTALLY TO AVOID INTERFERENCE WITH THE STEPS. IT MAY BE NECESSARY TO USE A LARGER BOX TO AVOID CONLICT BETWEEN STEPS AND PIPE OPENING. SEE D-5, SHEFT 3 OF 9, FOR SSOI BAR DIAGRAM. THE REBAR IN THE HEAD IS PREFERRED TO BE ONE CONTINUOUS PIECE. HOWEVER, IF MULTIPLE PIECES ARE TO BE USED, PROVIDE A 12" MINIMUM LAP AND THE TOTAL LENGTH OF REBAR AS NOTED ON THIS DETAIL.	MUL ASSA	Cuure Excisioners
#4 REBAR @ 134" FOR SINGLE GRATE, 172" FOR DOUBLE GRATE [TYP.] SEE NOTE 4.	6"		MINIMUM BOX SIZE TO BE 34" × 24 For Pipe opennics in the Front For Pipe opennics in the Front Avoid Inteference with the St Larger Box to avoid conflict B See D-5, Sheft 3 of 9, For S501 BA The Rebar in the Head IS preferi Fimultiple Pieces are to be uset Total Length of Rebar AS Notel	REVIEWED	APPROVED
#4 REBAR 172'	└ <u>─</u> ─└ <i>┥</i> ─┘┘───╹		NOTES: 1)- 2)- 4)-		6
FIOW LINE	STANDARD INLET BOX, SEE D-4, 1 OF 1 		E8'-0" (TYP.)	YPE S	OF
R=8-0" (TYP.)	44" (TYP)	R SLAB ING NIT WALL 44" (TYP.)	10" 1.10" 1.11 1.11 1.11 1.11 1.11 1.11	ET TOP UNIT, T	SHT. 8
0" 44" (TYP.) 10" 10" 10" 10" 10" 10" 10" 10" 10" 10"		OPENING OPENING	TO"	DRAINAGE INLET TOP UNIT, T	D-5 (2022)
RATE	ETUP ET BOX +3'-0" RATE	R FLOW P IN SUMP RATE RATE	R B DNG A GRADE		ONO.

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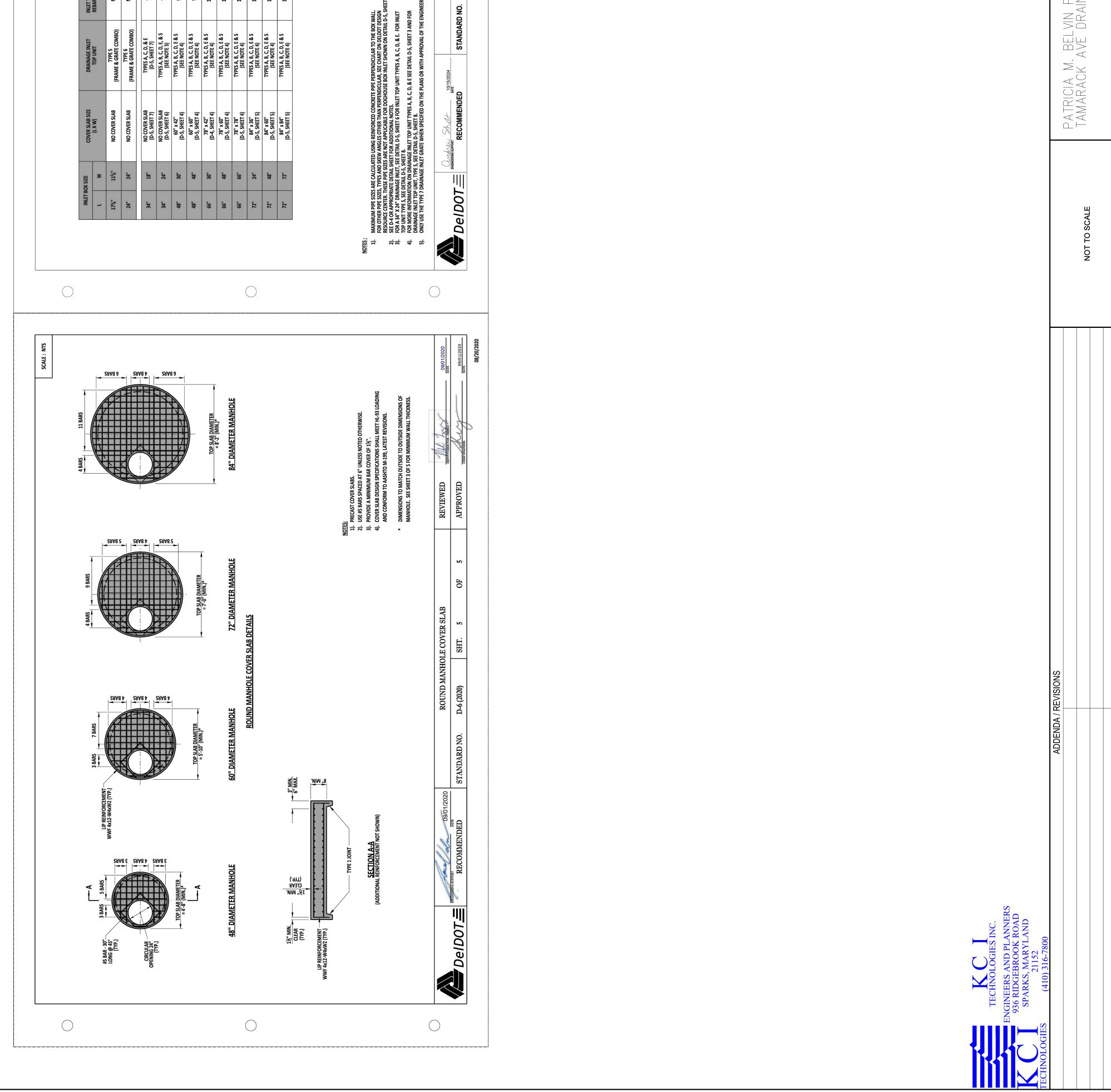
UIMIT OF PAYMENT BAR BENDING DIAGRAM ISEE DETAIL 0-5, SHEET 2) L W N/A N/A N/A TYPE 5 (FRAME & GRATE COMBO) N/A N/A N/A N/A TYPE 5 (FRAME & GRATE COMBO) N/A N/A N/A S2" N/A N/A TYPE 5 (FRAME & GRATE COMBO) N/A N/A R2" N/A N/A TYPE 5 (FRAME & GRATE COMBO) N/A N/A R2" (D-5, SHEET 7) TYPE 5 1 THRU 4 AND 7 GRATE 24" 15" 82" S501 TYPE 5 1 THRU 4 AND 7 GRATE 24" 15" 96" S501 TYPE 5 1 THRU 4 AND 7 GRATE 24" 15" 96" S501 TYPE 5 1 THRU 4 AND 7 GRATE 36" 36" 96" S501 TYPE 5 1 THRU 4 AND 7 GRATE 36" 21" 96" S501 TYPE 5 1 THRU 4 AND 7 GRATE 36" 21" 96" S501 TYPE 5 1 THRU 4 AND 7 GRATE 36" 21" 96" S501 TYPE 5 1 THRU 4 AND 7 GRATE 36" 21"	LIMIT OF PAWINENT BAR BENOING DIAGRAM TERE DETAIL O-5, SHEET 2) L W O O N/A N/A N/A TYPE 5 (FRAME & GRATE COMBO) N/A N/A O O N/A N/A TYPE 5 (FRAME & GRATE COMBO) N/A N/A N/A O O 82" US, SHET 7) TYPE 5 (FRAME & GRATE COMBO) 15" 15" 15" O 82" (D-5, SHET 7) STROILADIA OF NUET FRAME 24" 15" 15" 15" 96" (SE FOIT 4) STROIDAD DRIVINGE INFE FRAME 26" 15" 15" 15" 15" 15" 96" (SE FOIT 4) STROIDAD DRIVINGE INFE FRAME 26" 21" 21" 21" 15" 96" (SE FOIT 4) STROIDAD DRIVINGE INFE FRAME 36" 21" 21" 21" 96" (SE FOIT 4) STROIDAD DRIVINGE INFE FRAME 36" 21" 21" 21" 96" (SE FOIT 4) STROIDAD DRIVINGE INFE FRAME 36" 21" 21" <th>BAR BENDING DIAGRAM ISEE DEFAIL D-5, SHEFT 2) SEE NOTE 6 N/A TYPE 5 (FRAME & GRATE COMBO) N/A TYPE 6 (FRAME & GRATE COMBO) N/A TYPE 6 (FRAME & GRATE COMBO) N/A TYPE 5 (FRAME & GRATE COMBO) S504 S501 S501 S501 S501 S501 S501 S501 S501 S7ANDARD DRAINAGE INET FRAME S501 S7ANDARD DRAINAGE I</th> <th></th>	BAR BENDING DIAGRAM ISEE DEFAIL D-5, SHEFT 2) SEE NOTE 6 N/A TYPE 5 (FRAME & GRATE COMBO) N/A TYPE 6 (FRAME & GRATE COMBO) N/A TYPE 6 (FRAME & GRATE COMBO) N/A TYPE 5 (FRAME & GRATE COMBO) S504 S501 S501 S501 S501 S501 S501 S501 S501 S7ANDARD DRAINAGE INET FRAME S501 S7ANDARD DRAINAGE I	
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10/25/2024 DATE 24-SEP-2024

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	NOT TO SCALE		
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SECTION CD SHEET NO.

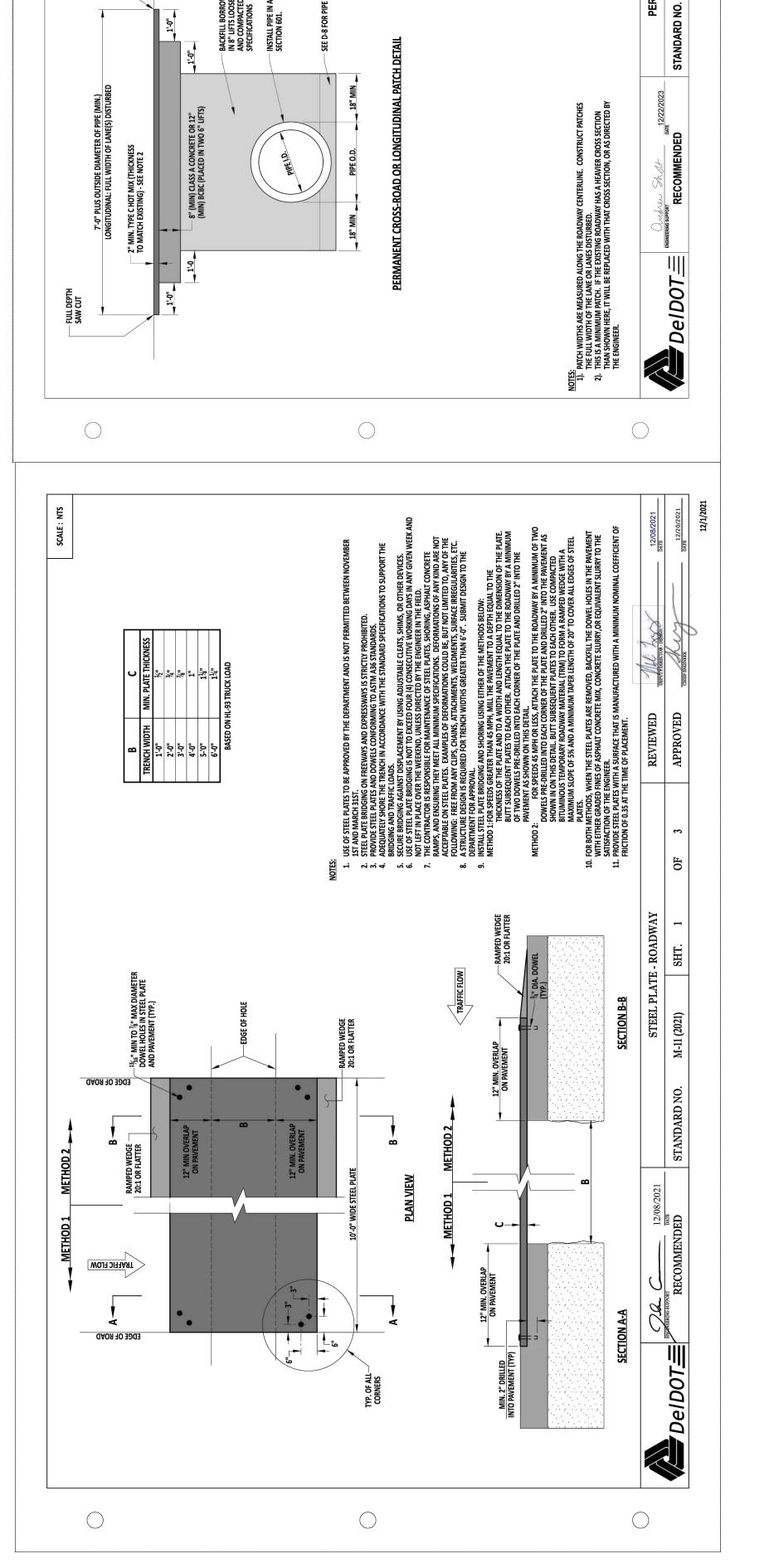
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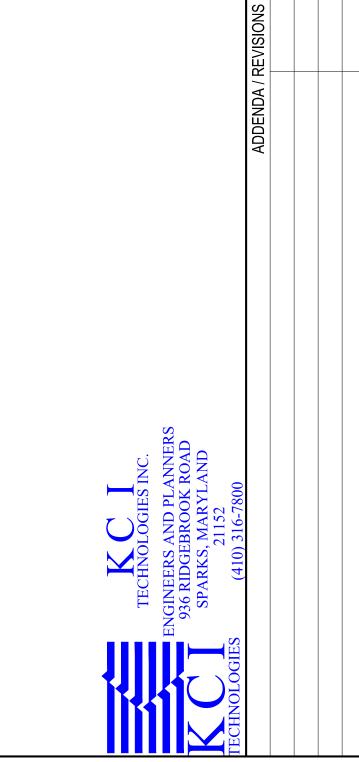
SCALE : NTS				SAW CUT	EXISTING		LACED EMENT DOT CE WITH			22 December 2023	01/11/2024
			9'-0" PLUS OUTSIDE DIAMETER OF PIPE (MIN.) LONGITUDINAL: FULL WIDTH OF LANE(S) DISTURBED	PLACE HOT MIX TO THE TOP OF THE EXISTING ROADWAY. USE 2" TYPE 'C' HOT MIX ON VARIABLE DEPTH BCBC OVER PCC PATCH.	PCC PATCH	2:0"	BACKFILL BORROW TYPE C PLACED BACKFILL BORROW TYPE C PLACED IN 8" LIFTS LOOSE MEASUREMENT AND COMPACTED PER DELDOT SPECIFICATIONS PRECIFICATIONS SPECIFICATI	PIPE O.D 18" MIN	MANENT CROSS-ROAD OR LONGITUDINAL PATCH DETAIL * EXISTING CONCRETE PAVEMENT OVERLAYED WITH HOTMIX LOCATIONS	REVIEWED WWW 00000	
			9:-0" PLUS OUTSIDE LONGITUDINAL: FULL W	PLACE HOT MIX TO THE TOP TYPE 'C' HOT MIX ON VARIA	NIN #8	2:0		18" MIN	PERMANENT CROSS-ROAD O * EXISTING CONCRETE PAVEMENT	C PIPE TRENCH	1 OF 1
	. DEPTH T.CUT 	FULL DEPTH SAW CUT			1-0	-				PERMANENT CROSS-ROAD PATCH OVER PIPE TRENCH	P-4 (2024) SHT.

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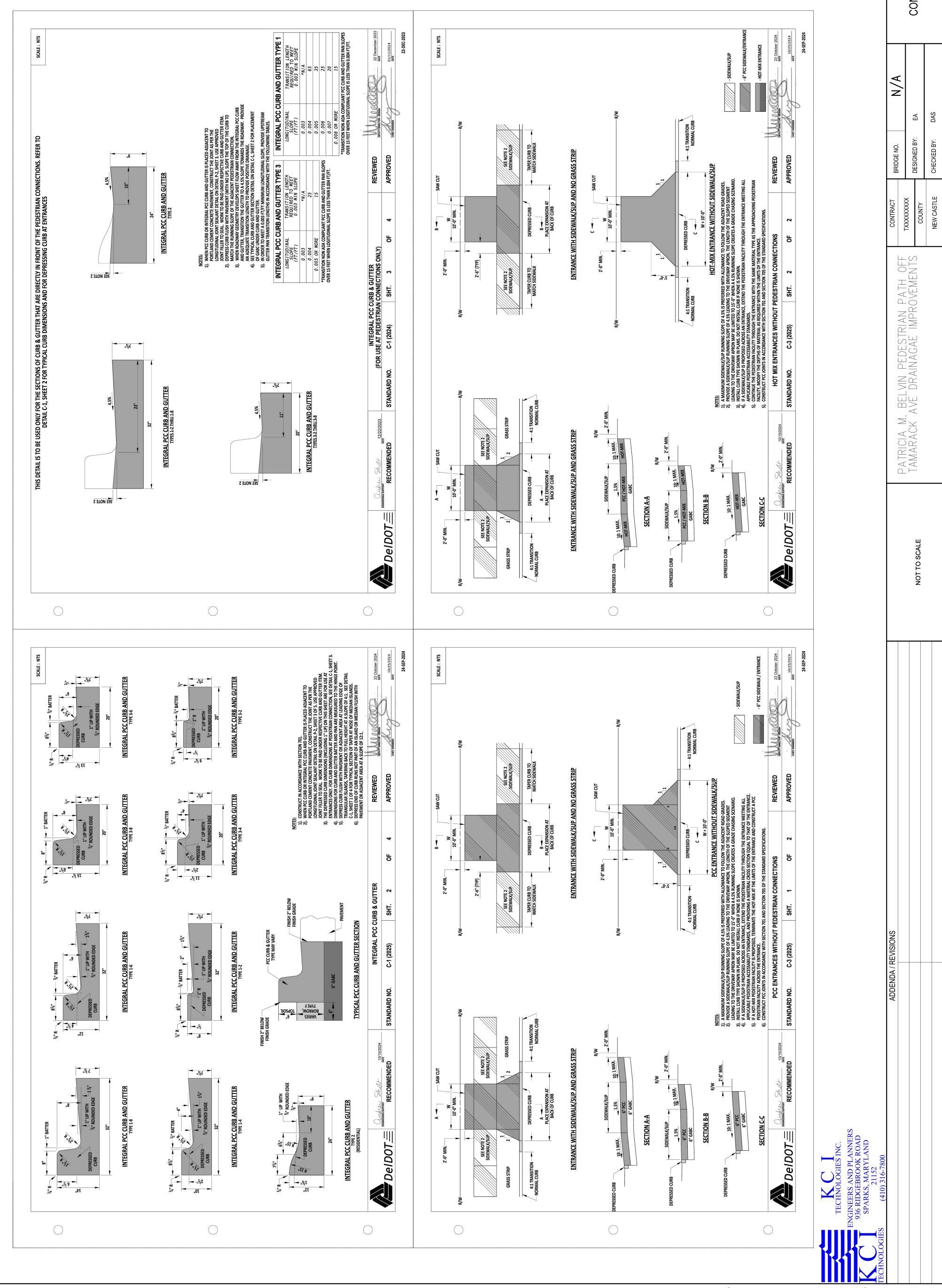
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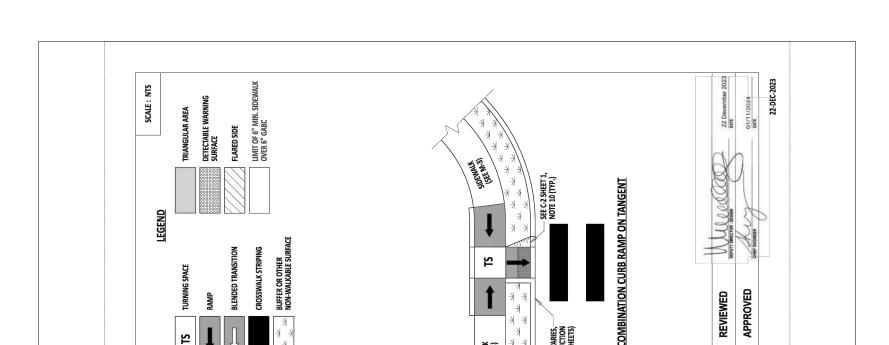
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CURB (TYPE VARIES, SEE CONSTRUCTION PLAN SHEETS)

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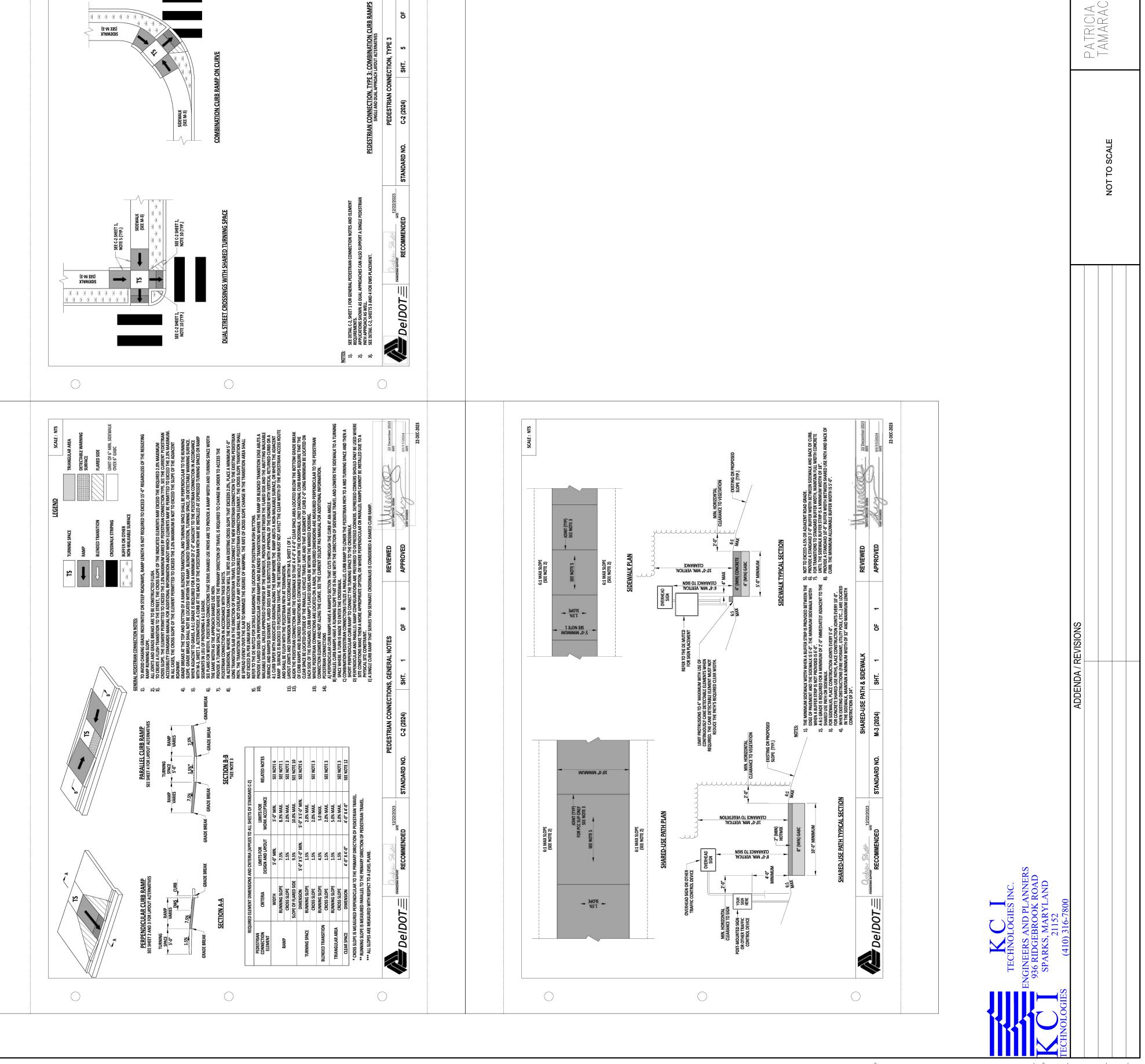
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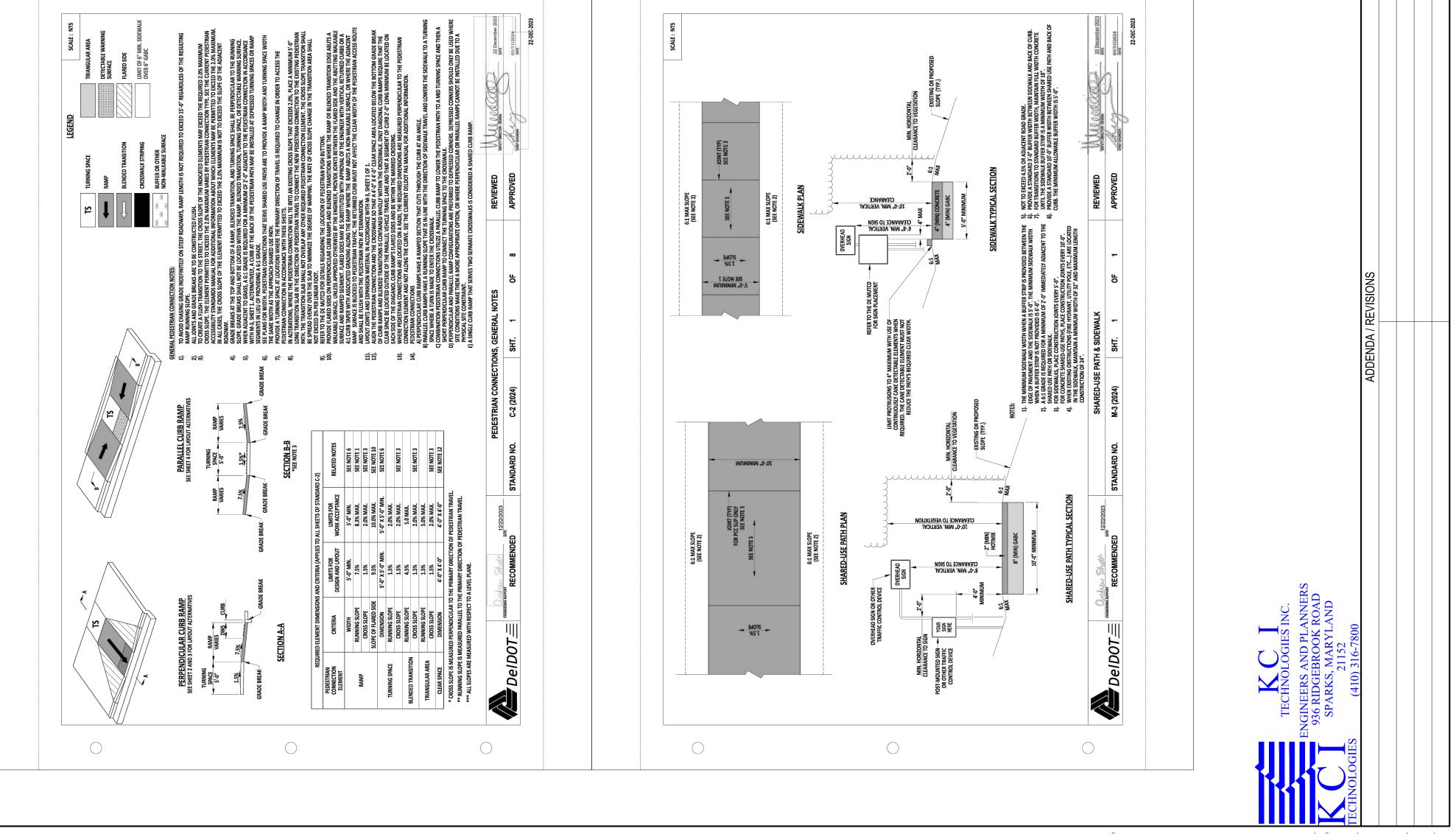
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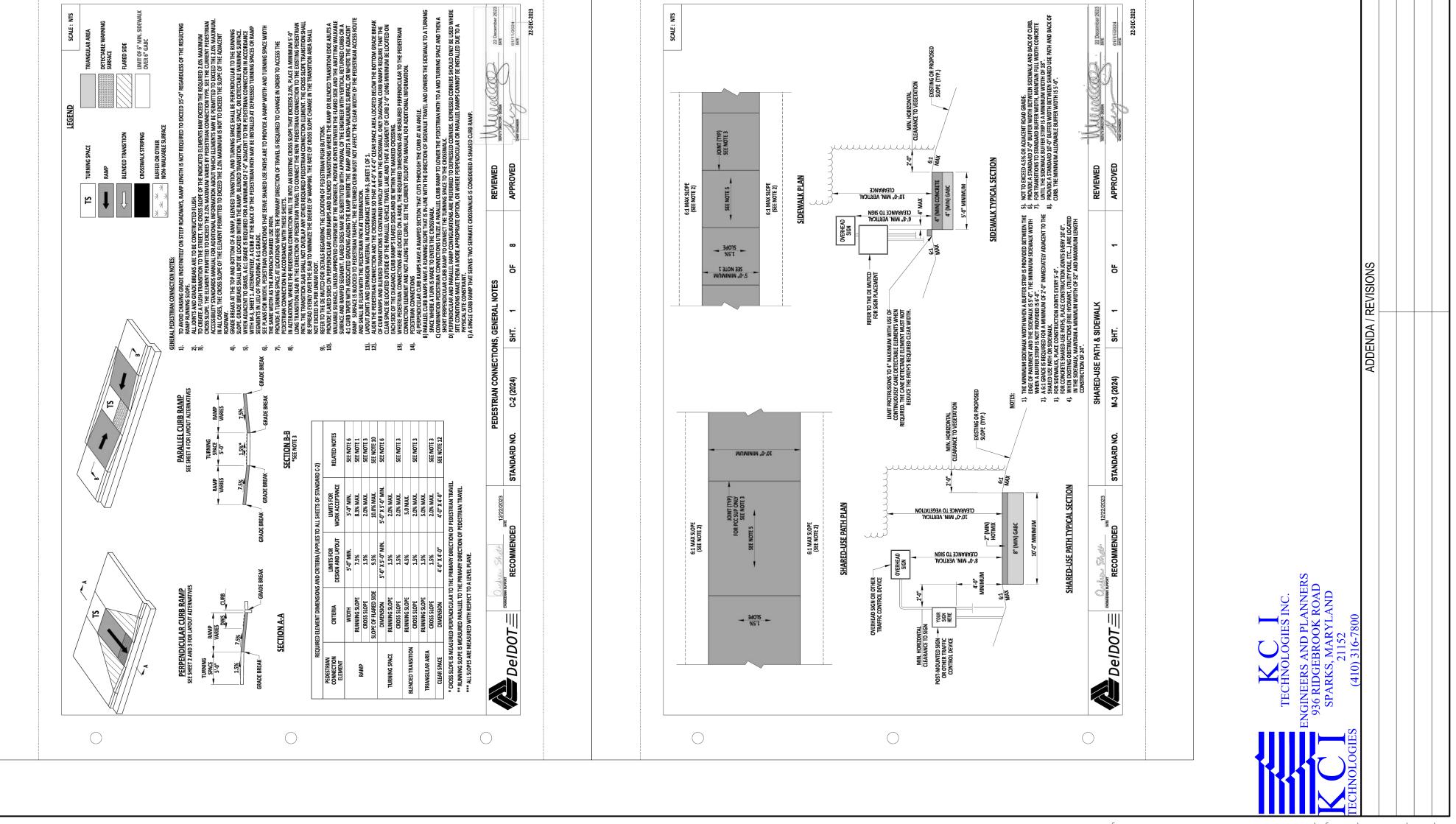
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SECTION









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Construction Notes:

1. Site Preparation

- a. Prior to seeding, install needed erosion and sediment control practices such as diversions, grade stabilization structures, berms, dikes, grassed waterways, and sediment basins.
 - b. Final grading and shaping is not necessary for temporary seedings.

Seedbed Preparation

сi

Remarks

Quick stabilization of disturbed sites and waterwa

It is important to prepare a good seedbed to ensure the success of establishing vegetation. The seedbed should be well prepared, loose, uniform, and free of large clods, rocks, and other objectionable material. The soil surface should not be compacted or crusted.

The

Soil Amendments *с*і.

High value, high maintenance, light traffic, irrigation necessary Well drained soils, full sun.

ood erosion control. er and wetland reve

- Lime Apply liming materials based on the recommendations of a **soil test** in accordance with the approved nutrient management plan. If a nutrient management plan is not required, apply dolomitic limestone at the rate of 1 to 2 tons per acre. Apply limestone uniformly and incorporate into the top 4 to 6 inches of soil. а
- Fertilizer Apply fertilizer based on the recommendations of a **soil test** in accordance with the approved nutrient management plan. If a nutrient management plan is not required, apply a formulation of 10-10-10 at the rate of 600 pounds per acre. Apply fertilizer uniformly and incorporate into the top 4 to 6 inches of soils. þ.

Shade tolerant, moderate traffic tolerance, moderate maintenance.

low maintenance, traffic tolerant

Shade tolerant, moisture tolerant.

Monoculture, but perfon alone in lawns. Discou

Seeding 4.

- For **temporary stabilization**, select a mixture from **Sheet 1**. For a **permanent stabilization**, select a mixture from **Sheet 2** or **Sheet 3** depending on the conditions. Alternative seed mixes may be used with prior approval from the Department or Delegated Agency. ອ.
- Apply seed uniformly with a broadcast seeder, drill, cultipacker seeder or hydroseeder. All seed will be applied at the recommended rate and planting depth. ġ.

The

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se dates may

Seed that has been broadcast should be covered by raking or dragging and then lightly tamped into place using a roller or cultipacker. If hydroseeding is used and the seed and fertilizer is mixed, they will be mixed on site and the seeding shall be done immediately and without interruption. ပံ

Mulching ς.

or Delegated Agency.

All mulching shall be done in accordance with detail DE-ESC-3.4.5 .	Symbol: Detail No.	Jbook DE-ESC-3.4.3 Sheet 4 of 4	Effective July 2023
All mulching shall	Source:	Delaware ESC Handbook	
	tail No.	DE-ESC-3.4.3 Sheet 3 of 4	Effective July 2023

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SECTION

Standard Detail & Specifications Vegetative Stabilization

Standard Detail & Specifications

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Sheet 2 of 4
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ADDENDA / REVISIONS

NOT TO SCALE

PATRICIA M. BELVII TAMARACK AVE DF

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Standar	Vege

	ТЕМРО	TEMPORARY SEEDING BY RATES, DEPTHS AND DATES	EEDING	ЗВҮ F	ATES	, DEP	THS /		ATES		
Mix #	Species ⁵	Seeding Rate	ig Rate	0=0	Optimum Seeding Dates ¹ 0 = Optimum Planting Period; A = Acceptable Planting Period	o timum Planting	Optimum Seeding Dates ¹ um Planting Period; A = Acceptabl Period	ing Da A = Acc	l tes ¹ eptable I	Planting	Planting Depth ⁵
				Coã	Coastal Plain	ain	Ē	Piedmont	t	AII	
	Certified Seed	Ib/Ac ^{.4}	lb/1000 sq.ft.	2/1- 4/30	² 5/1- 8/14	8/15- 10/31	3/1- 4/30	² 5/1- 7/31	8/1- 10/31	10/31- 2/1	
~	Barley	125	4	0	۲	0	0	A	0		1-2 inches 2-3" sandy soils
2	Oats	125	4	0	٨	۲	0	A	۷		1-2 inches 2-3" sandy soils
3	Rye	125	4	0	A	0	0	А	0	۷	1-2 inches 2-3" sandy soils
4	Perennial Ryegrass	125	4	0	A	0	0	A	0		0.5 inches 1-2" sandy soils
£	Annual Ryegrass	125	4	0	۷	0	0	۷	0	۲	0.5 inches 1-2" sandy soils
9	Winter Wheat	125	4	0	A	0	0	A	0	A	1-2 inches 2-3" sandy soils
2	Foxtail Millet	30 PLS	0.7		0			0			0.5 inches 1-2" sandy soils
ω	Pearl Millet	20 PLS	0.5		0			0			0.5 inches 1-2" sandy soils
1. Winter 2. May bé 3. Applicé 4. Use va 5. Warm per acr	 Winter seeding requires 3 tons per acre of straw mulch for proper stabilization. May be planted throughout summer if soil moisture is adequate or seeded area can be irrigated. Applicable on slopes 3:1 or less. Jes varieties currently recommended for Delaware. Contact a County Extension Office for information. Warm season grasses such as Millet may be used between 5/1 and 9/1 if desired. Seed at 3-5 lbs. per acre. Good on low fertility and acid areas. Seed after frost through summer at a depth of 0.5". NOTE: Alternative seed mixes may be used with prior approval from the Department or Delegated Agency. 	acre of st r if soil mc ed for Dela llet may b acid area s may be	raw mulc bisture is aware. C e used be s. Seed be	h for pr adequa contact stween after fro ith prio	oper state or set at a Country a Country state or set through the other state of the other of the other othe	abilizati seded a ty Exte I 9/1 if a ugh sur val fror	ion. area ca desired mmer a mthe [n be irr Office fo . Seec t a dep Departr	igated. or inforr 1 at 3-5 th of 0. th of 0.	5". Delegat	, ed Agency.
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Delaware ESC Handbook

DE-ESC-3.4.3 Sheet 1 of 4 Effective July 2023

- General notes
 The DNREC Sediment and Stormwater Program (or Delegated Agency) shall be notified in writing 5 days prior to commencing with construction. Failure to do so constitutes a violation of the approved Sediment and Stormwater Management Plan.
- Review and/or approval of the Sediment and Stormwater Management Plan shall not relieve the contractor from his or her responsibilities for compliance with the requirements of the Delaware Sediment and Stormwater Regulations, nor shall it relieve the contractor from errors or omissions in the approved plan. <u></u>
- If the approved plan needs to be modified, additional sediment and stormwater control measures may be required as deemed necessary by DNREC or the Delegated Agency. ю.
- Following soil disturbance or redisturbance, permanent or temporary stabilization shall be completed for all perimeter sediment controls, soil stockpiles, and all other disturbed or graded areas on the project site within 14 calendar days unless more restrictive Federal requirements apply. 4.
- All erosion and sediment control practices shall comply with the Delaware Erosion and Sediment Control Handbook, latest edition. <u>ю</u>.
- At any time a dewatering operation is used, it shall be previously approved by the Agency Construction Site Reviewer for a non-erosive point of discharge, and a dewatering permit should be approved by the DNREC Well Permitting Branch. <u>.</u>
- Approval of a Sediment and Stormwater Management Plan does not grant or imply a right to discharge stormwater runoff. The owner/developer is responsible for acquiring any and all agreements, easements, etc., necessary to comply with State drainage and other applicable laws. ۲.
- The contractor shall at all times protect against sediment or debris laden runoff or wind from leaving the site. Perimeter controls shall be checked daily and adjusted or repaired to fully contain and control sediment from leaving the site. Accumulated sediment shall be removed when it has reached half of the effective capacity of the control. In addition, the contractor may need to adjust or alter measures in times of adverse weather conditions, or as directed by the Agency 9. Construction Site Reviewer. . α
- Best available technology (BAT) shall be employed to manage turbid discharges in accordance with requirements of 7. Del C. Ch 60, Regulations Governing the Control of Water Pollution, Section 9.1.02, known as Special Conditions for Stormwater Discharges Associated with Construction Activities, and DNREC policies, procedures, and guidance. <u>о</u>

ENGINEERS AND PLANNERS 936 RIDGEBROOK ROAD SPARKS, MARYLAND 21152

(410)

KC I TECHNOLOGIES INC.



CONTROL DEVICES USED FOR MAINTENANCE OF N UNIFORM TRAFFIC CONTROL DEVICES (LATEST

THAT THEY DO NOT OBSTRUCT EXISTING TRAFFIC

TO DELAWARE DEPARTMENT OF TRANSPORTATION

BE APPROVED BY THE TOWN OF ELSMERE.

PER LOCATION. IF LONGER THAN 15 MINUTES MOUNTING ON POSTS.

TROL DEVICES. AT ANYTIME THE CONTRACTOR APPROPRIATE WORK TIME REDUCTION AND/OR FINES

THE PUBLIC AND THE WORK CREW IS MAINTAINED IALL BE GUIDED IN A CLEAR AND POSITIVE MANNER

ROM THE TRAVELED PORTION OF THE ROADWAY. NO S SIGHT DISTANCE AT INTERSECTING ROADWAYS AND IVE PROTECTION. THE CONTRACTOR AND INSPECTORS R AREAS.

RE AS A RESULT OF OPERATIONS DURING JNTY.

ULTANEOUSLY WITH THIS PROJECT, COORDINATION OF THE CONTRACTOR. SPECIFICALLY, THE LOCATION OF ED.

USTED TO AVOID CONFLICTS WITH EXISTING SIGNS. LL BE COVERED OR REMOVED AND RESTORED WHEN UM SPACING OF 200 FEET BETWEEN SIGNS.

ES ALL OPEN EXCAVATIONS. INCLUDE STEEL PLATE

ТНЕ QUEST APPROVAL FOR A TRAFFIC DETOUR. CLOSED STREET (TA-20).

HES. IF A DROP OFF IS GREATER THAN 2 INCHES, E MATERIAL AS APPROVED BY THE TOWN OF

ARKING IN THE AREA OF THE TRAFFIC CONTROL

IC LANES TO NORMAL OPERATIONS AT THE END OF

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SEQUENCE OF CONSTRUCTION 1. SETUP THE WORKZONE FOR THE DAY. INSTALL FLAGGING OPERATION. 2. COMPLETE CONSTRUCTION FOR THE WORK DAY. 3. FLIMINATE DROP-OFES AND OPEN EXCAVATIONS RESTORE ALL TRAFFL
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ENGINEERS AND PLANNERS 936 RIDGEBROOK ROAD SPARKS, MARYLAND 21152

(410)

KC I TECHNOLOGIES INC.

ADDENDA / REVISIONS

	TOWN OF ELSMERE KCI Technologies, Inc. Engineer's Estimate (Schedul 30% Bid Submission (Engineers Estimate				
Con	tract Title: Patricia M. Belvin Pedestrian Path off Tamarack Ave. Drainage Improvements			Date:	2/11/2025
С	ontract ID: TBD			Page:	001-1
	County: NEW CASTLE, TOWN OF ELSMERE				
Item No.	Item Description	Unit	Unit Price	Qty	Total Cost
DIVISION 200	EARTHWORK	•			
209004	BORROW, TYPE C	CY		125	
202000	EXCAVATION AND EMBANKMENT	CY	-	150	
202003 211001	UNDERCUT EXCAVATION	CY SY			
211001	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, CURB AND SIDEWALK	51			
			DIVIS	SION 200 =	
DIVISION 300	BITUMINOUS MATERIALS				
301001	GABC	CY		20	
			DIVIS	6ION 400 =	
	BITUMINOUS MATERIALS				
	SUPERPAVE TYPE C, 9.5mm, PG 64-22 (CARBONATE STONE)	TON		60	
	SUPERPAVE TYPE C, 9.5mm, PG 64-22, WEDGE	TON		30	
			DIVIS	SION 400 =	
			Divic		
		0)/		80	
501505 505000	PCC PAVEMENT, CLASS A PCC PATCHING, PARTIAL DEPTH	SY SYIN		80 60	
		Unit			
			DIVIS	SION 500 =	
DIVISION 600	STRUCTURES				
601000	CLEANING DRAINAGE PIPE, 15"-24" DIAMETER	LF		1497	
601011	REINFORCED CONCRETE PIPE, 15", CLASS III	LF		111	
601012	REINFORCED CONCRETE PIPE, 18", CLASS III			72	
001100		LF			
601103	REINFORCED CONCRETE ELLIPTICAL PIPE, 24"X38", CLASS III	LF		41	
601115	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III	LF LF		41 33	
601115 602003	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III DRAINAGE INLET, 34" X 24"	LF LF EA		41 33 3	
601115 602003 602009	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III	LF LF		41 33	
601115 602003 602009	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III DRAINAGE INLET, 34" X 24" DRAINAGE INLET, 72" X 24"	LF LF EA EA		41 33 3 3	
601115 602003 602009 602035	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III DRAINAGE INLET, 34" X 24" DRAINAGE INLET, 72" X 24" MANHOLE, ROUND	LF LF EA EA EA	DIVIS	41 33 3 3 5	
601115 602003 602009 602035 602132	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III DRAINAGE INLET, 34" X 24" DRAINAGE INLET, 72" X 24" MANHOLE, ROUND ADJUSTING AND REPAIRING EXISTING MANHOLE	LF LF EA EA EA	Divis	41 33 3 3 5 1	
601115 602003 602009 602035 602132	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III DRAINAGE INLET, 34" X 24" DRAINAGE INLET, 72" X 24" MANHOLE, ROUND	LF LF EA EA EA	DIVIS	41 33 3 3 5 1	
601115 602003 602009 602035 602132 DIVISION 700 701023	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III DRAINAGE INLET, 34" X 24" DRAINAGE INLET, 72" X 24" MANHOLE, ROUND ADJUSTING AND REPAIRING EXISTING MANHOLE MISCELLANEOUS CONSTRUCTION	LF LF EA EA EA	Divis	41 33 3 5 1 SION 600 =	
601115 602003 602009 602035 602132 DIVISION 700 701023 705001	REINFORCED CONCRETE ELLIPTICAL PIPE, 29"X45", CLASS III DRAINAGE INLET, 34" X 24" DRAINAGE INLET, 72" X 24" MANHOLE, ROUND ADJUSTING AND REPAIRING EXISTING MANHOLE MISCELLANEOUS CONSTRUCTION I.PCC CURB AND GUTTER, TYPE 3-8	LF LF EA EA EA EA	Divis	41 33 3 5 1 SION 600 =	
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	TOWN OF ELSMERE KCI Technologies, Inc. Engineer's Estimate (Schedule of 30% Bid Submission (Engineers Estimate)	Prices)			
	ntract Title: Patricia M. Belvin Pedestrian Path off Tamarack Ave. Drainage Improvements contract ID: TBD County: NEW CASTLE, TOWN OF ELSMERE			Date: Page:	2/11/2025 001-1
Item No.	Item Description	Unit	Unit Price	Qty	Total Cost
DIVISION 900	EROSION, SEDIMENT, AND STORMWATER MEASURES				
908009	TOPSOILING, 4" DEPTH	SY		102	
908014	PERMANENT GRASS SEEDING, DRY GROUND	SY		102	
			DIVIS	ION 900 =	
	*This estimate does not include utility relocation or right-of-way/property acquisition.		DIVIS	ION 200 =	
			DIVIS	ION 400 =	
				ION 500 =	
				ION 600 =	
				SION 800 =	
			DIVIS	ION 900 =	
			CONSTRUCT	ON COST -	

APPENDIX "A"

Proposal Form

Name of Proposer:		
Mailing Address:		
City:	State:	Zip:
Email Address:		
Telephone:	Fax:	
TOTAL AMOUNT OF PROPOSAL	\$	
(proposal details should be submitted on a sepa		

CHECK HERE IF THE PROPOSAL INCLUDE ANY EXCEPTIONS TO THE SCOPE OF WORK. (EXCEPTIONS SHOULD BE SPECIFICALLY NOTED AND SUBMITTED WITH THIS FORM)

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

(Signature of Person Authorized to Sign PROPOSAL)

Date

Printed Name and Title of Signer:

DO NOT SIGN OR SUBMIT WITHOUT READING ENTRE DOCUMENT THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

APPENDIX "B"

Affidavit of Workers Eligibility

STATE OF DELAWARE)

) SS.

COUNTY OF NEW CASTLE)

AFFIDAVIT OF COMPLIANCE

WITH TOWN OF ELSMERE EMPLOYMENT REQUIREMENTS

1. I am an officer of ______ (the "Company") and am

authorized to make this affidavit on its behalf.

2. I hereby certify that all of 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.

Sworn to and Subscribed before me this _____ day of _____, 2025

Notary Public

* This form must be signed and included for each proposal *

APPENDIX "C"

Debarment Certification

- (1) The Proposer certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Agency Name:	
Project Title:	
Agency Project Manager:	
Title of Project Manager:	
Agency Authorizing Official (Print):	
Agency Authorizing Official (Signature):	
Date:	

APPENDIX "D"

Sample Certificate of Insurance

ACORD [®] C	ER	TIF		BILI	TY INSU	JRANC	E	50000000	e (MM/DD/YYYY) 03/04/2020
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	LY O ANCE	R NE	GATIVELY AMEND, EXTER	D OR	ALTER THE C	OVERAGE A	FFORDED BY THE	POLICIES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to	an Al	DDITI terms	ONAL INSURED, the polic and conditions of the po	licy, ce	rtain policies				
this certificate does not confer rights to PRODUCER	the	erun	cate holder in neu of such	CONTA					
ABC Insurance Agency				NAME: PHONE (A/C, No	- F -40-		FA	(X /C, No):	
1 Main St				E-MAIL ADDRE	SS.		1 (6	ic, NOJ.	
SAMPLE CERTIFICATE OF INSURANCE				7.001.10		SURER(S) AFFOR	DING COVERAGE		NAIC #
Elsmere			DE 19805	INSURE	RA: Insuranc	e Company Ra	ated A- VII or Better		
INSURED				INSURE	RB:				
ABC Contracting & Service Pro	/ider			INSURE	RC:				_
2 Main St SAMPLE CERTIFICATE OF IN		NCE		INSURE					-
Elsmere	JURA	NGE	DE 19805	INSURE					
	TIFIC		NUMBER:	INSURE	:KF:		REVISION NUMBE	R.	
THIS IS TO CERTIFY THAT THE POLICIES OF			N MEARINE WAR WILL WARD IN	ISSUED) TO THE INSU			1941 (1947)	
INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT. EXCLUSIONS AND CONDITIONS OF SUCH PC	REME AIN, T	NT, TE	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTR/	ACT OR OTHER	DOCUMENT N DHEREIN IS S	WITH RESPECT TO W	HICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8	LIMITS	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	_{\$} 1,0	000,000
CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurren	ce) ϕ	0,000
			0		00/00/00/00	00/00/0000	MED EXP (Any one perse	JII)	,000
A	Y	Y	General Liability		06/30/2019	06/30/2020	PERSONAL & ADV INJU		000,000
							GENERAL AGGREGATE	21	000,000
POLICY A JECT LOC							PRODUCTS - COMP/OP Pestiticide or Herbid	AGG \$	000,000
OTHER: AUTOMOBILE LIABILITY		-					COMERNED SINGLE LIM	1935	000,000
ANY AUTO							(Ea accident) BODILY INJURY (Per per		
	Y	Y	Auto Liability		06/30/2019	06/30/2020	BODILY INJURY (Per aci		
AUTOS ONLY HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
							(i of accidency	\$	
VMBRELLA LIAB X OCCUR	5						EACH OCCURRENCE	_{\$} 2,0	000,000
A EXCESS LIAB CLAIMS-MADE	Y	Y	Umbrella Liability		06/30/2019	06/30/2020	AGGREGATE	_{\$} 2,0	000,000
DED RETENTION \$	<u> </u>							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							PER STATUTE	OTH- ER	
B ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A	Y	Employers Liability		06/30/2019	06/30/2020	E.L. EACH ACCIDENT	4	000,000
(Mandatory In NH)	1						E.L. DISEASE - EA EMP		000,000
DESCRIPTION OF OPERATIONS below	4			i.			E.L. DISEASE - POLICY	LIMIT \$ 1,0	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	CORD 1	01, Additional Remarks Schedule,	may be a	ttached if more s	oace is required)	L		
The Town of Elsmere is included as Additional I Liability. The Town of Elsmete is included as an Waiver of Subrogation is granted in favor of The Umbrella Liability.	Additi	onall	nsured for Automobile Liability	and U	mbrella Liability	on a Primary	& Non-Contributory B	asis. A	
CERTIFICATE HOLDER				CANC	ELLATION				
Town of Elsmere				THE	EXPIRATION D	ATE THEREO	SCRIBED POLICIES E 7, NOTICE WILL BE D 7 PROVISIONS.		
11 Poplar Ave				AUTHO	RIZED REPRESEN	ITATIVE			
Elsmere			DE 19805						

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