

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION  
BID PROPOSAL

for

CONTRACT No. DOT1309-DEMO POLE BLDG

DEMOLITION AND REMOVAL OF ONE (1) METAL POLE BUILDING

NEW CASTLE COUNTY

ADVERTISEMENT DATE: July 1, 2013

**PROSPECTIVE BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID MEETING FOR THIS CONTRACT ON Monday, July 15, 2013 at 9:00 a.m. AT THE PROJECT SITE: HYETTS CORNER ROAD, MIDDLETOWN, DELAWARE.**

Completion Date 30 Calendar Days

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION  
DELAWARE DEPARTMENT OF TRANSPORTATION  
AUGUST 2001

**Bids will be received in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time July 23, 2013**



**Contract No. DOT1309-DEMO\_POLE\_BLDG**

**DEMOLITION AND REMOVAL OF ONE (1) METAL POLE BUILDING  
NEW CASTLE COUNTY**

**LOCATION**

These improvements are located in NEW CASTLE County located on Hyetts Corner Road, Middletown, De., just off of Rt. 13 South, turning onto Hyetts Corner Road just past St. Georges High School (Right), project just ahead on left. Tax Parcel ID# 1300800007.

**DESCRIPTION**

The work to be performed under this Contract consists of the demolition and removal of one (1) Metal Pole Building with partial concrete flooring, and removal of any other debris on the property.

Former Owner: Welfare Foundation LLC  
Address: Hyetts Corner Road, Middletown, DE

**COMPLETION DATE**

All work on this contract must be complete within 30 Calendar Days from the date of the Notice to Proceed. It is the Department's intent to issue a Notice to Proceed such that the work starts on or about August 13, 2013.

**PROSPECTIVE BIDDERS NOTE:**

1. No retainage will be withheld on this contract.
2. The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
3. **Prospective bidders are advised that there will be a mandatory pre-bid meeting for this contract on Monday, July 15, 2013 at 9:00 a.m. at the project site: Hyetts Corner Road, Middletown, DE.** Project site map and pictures are available on this project's posting at the [www.bids.delaware.gov](http://www.bids.delaware.gov) website.
4. **PLANT PEST REGULATIONS:** The indiscriminate movement of nursery stock, equipment and soil samples into and out of Delaware can constitute a potential hazard to State and National Agriculture. Therefore, it shall be the responsibility of the prime contractor to comply with all applicable State and Federal Plant Pest regulations in the fulfillment of the contract.

Information regarding these regulations may be obtained through the following offices:

State Department of Agriculture - Telephone: (302) 678-4813

U. S. Department of Agriculture - Telephone: (302) 697-6616

5. **SUNDAYS AND OFFICIAL HOLIDAYS:** Except with the written permission of the Project Manager in extreme emergencies, there shall be no contract work performed on Sundays and the Official Holidays of this Department.
6. Please note **Appendix A - Wood Sampling Results** of the support columns in the pole building.
7. Bidders shall submit with their bid a Bid Bond for at least 10% of the total amount of their proposal. A 100% Performance Bond shall be required from the awarded contractor prior to execution of a contract.

**STATE OF DELAWARE  
CONSTRUCTION ITEMS UNITS OF MEASURE**

<b>English Code</b>	<b>English Description</b>	<b>Multiply By</b>	<b>Metric Code</b>	<b>Metric Description</b>	<b>Suggested CEC Metric Code</b>
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m <sup>3</sup>	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m <sup>3</sup>	Cubic Meter	M3
EA-DY	Each Day	N/A	EA-DY	Each Day	EA-DY
EA-MO	Each Month	N/A	EA-MO	Each Month	EA-MO
EA/NT	Each Night	N/A	EA-NT	Each Night	EA/NT
EACH	Each	N/A	EA	Each	EACH
GAL	Gallon	3.785	L	Liter	L
HOUR	Hour	N/A	h	Hour	HOUR
INCH	Inch	25.4	mm	Millimeter	MM
L.F.	Linear Foot	0.3048	m	Linear Meter	L.M.
L.S.	Lump Sum	N/A	L.S.	Lump Sum	L.S.
LA-MI	Lane Mile	1.609	LA-km	Lane-Kilometer	LA-KM
LB	Pound	0.4536	kg	Kilogram	KG
MFBM	Thousand Feet of Board Measure	2.3597	m <sup>3</sup>	Cubic Meter	M3
MGAL	Thousand Gallons	3.785	kL	Kiloliter	KL
MILE	Mile	1.609	km	Kilometer	KM
S.F.	Square Foot	0.0929	m <sup>2</sup>	Square Meter	M2
S.Y.	Square Yard	0.8361	m <sup>2</sup>	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m <sup>2</sup> -25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

\*Not used for units of measurement for payment.

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**GENERAL NOTICES**

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

CLARIFICATIONS:

Under any Section or Item included in the Contract, the Contractor shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details and notes on the Plans and in the paragraphs preceding the "Basis of Payment" paragraph in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

ATTESTING TO NON-COLLUSION:

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

QUANTITIES:

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price.

PREFERENCE FOR DELAWARE LABOR:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (4)b

"In the construction of all public works for the State or any political subdivision thereof, or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section."

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (7)

"a. As a condition of the awarding of any contract for public works financed in whole or in part by State appropriation, such contracts shall include the following provisions:

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

I. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or natural origin. The contractor will take positive steps to

ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.'

TAX CLEARANCE:

As payments to each vendor or contractor aggregate \$2,000, the Division of Accounting will report such vendor or contractor to the Division of Revenue, who will then check the vendor or contractor's compliance with tax requirements and take such further action as may be necessary to insure compliance.

LICENSE:

A person desiring to engage in business in this State as a contractor shall obtain a license upon making application to the Division of Revenue. Proof of said license compliance to be made prior to, or in conjunction with, the execution of a contract to which he has been named.

DIFFERING SITE CONDITIONS,

SUSPENSIONS OF WORK and SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.



Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

Significant changes in the character of work: The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only to the following circumstances:

- (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**MANDATORY INSURANCE REQUIREMENTS:**

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

As a part of the contract requirements, the contractor must 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 limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
**and**
- b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
**or**
- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
**or**
- d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Contract Administrator, [dot-ask@state.de.us](mailto:dot-ask@state.de.us)  
Contract No. DOT1309-DEMO\_POLE\_BLDG  
State of Delaware, Department Of Transportation  
PO Box 778, DOVER, DE 19903**

**Note: The State of Delaware shall not be named as an additional insured.**

### PREVAILING WAGES

Included in this proposal are the minimum wages to be paid various classes of laborers and mechanics as determined by the Department of Labor of the State of Delaware in accordance with Title 29 Del.C. §6960, relating to wages and the regulations implementing that Section.

### REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

(b) Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

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

Bidders are specifically directed to note the Department of Labor's prevailing wage regulations implementing §6960 relating to the effective date of the wage rates, at Part VI., Section C., which in relevant part states:

"Public agencies (covered by the provisions of 29 Del.C. §6960) are required to use the rates which are in effect on the date of the publication of specifications for a given project. In the event that a contract is not executed within one hundred twenty (120) days from the date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project."

## **PREVAILING WAGE REQUIREMENTS**

It is DeIDOT's understanding that the Davis-Bacon Act is not a preemptive statute in the broad sense, and does not preempt or displace State of Delaware prevailing wage requirements.

When a contract for a project contains both Federal Davis-Bacon and State of Delaware prevailing wage standards because of concurrent Federal and State coverage, the employer's minimum wage obligations are determined by whichever standards are higher.

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

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

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

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 15, 2013

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.14	18.60	40.43
BOILERMAKERS	69.82	30.73	56.37
BRICKLAYERS	44.98	22.19	23.83
CARPENTERS	50.06	50.06	39.82
CEMENT FINISHERS	23.15	23.30	17.35
ELECTRICAL LINE WORKERS	34.86	26.30	25.89
ELECTRICIANS	60.60	60.60	60.60
GLAZIERS	19.54	16.96	11.48
INSULATORS	51.48	51.48	51.48
IRON WORKERS	58.70	25.54	55.78
LABORERS	38.30	38.30	38.30
MILLWRIGHTS	62.18	62.18	48.75
PAINTERS	58.07	58.07	58.07
PILEDRIVERS	67.87	37.64	29.30
PLASTERERS	18.40	15.97	10.80
PLUMBERS/PIPEFITTERS/STEAMFITTERS	72.03	21.62	17.12
POWER EQUIPMENT OPERATORS	57.06	23.65	57.06
SHEET METAL WORKERS	29.40	18.23	17.13
SPRINKLER FITTERS	31.68	11.99	9.93
TRUCK DRIVERS	28.21	19.72	19.27

CERTIFIED: 4/10/13

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

**PROJECT:** 25-113-01 Hyetts Corner Road N-972, New Castle County

**SUPPLEMENTAL SPECIFICATIONS  
TO THE  
AUGUST 2001  
STANDARD SPECIFICATIONS**

**EFFECTIVE AS OF THE ADVERTISEMENT  
DATE OF THIS PROPOSAL  
AND INCLUDED BY REFERENCE**

**The Supplemental Specifications can be viewed and printed from  
the Department's Website.**

To access the Website;

- in your internet browser, enter; <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is;

[http://www.deldot.gov/information/pubs\\_forms/manuals/standard\\_specifications/index.shtml](http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml)

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

**The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.**



# **SPECIAL PROVISIONS**

**CONSTRUCTION ITEM NUMBERS**

All construction pay items are assigned a six (6) digit number, shown as Item Number on the Plans and/or in the Special Provisions, and shall be interpreted in accordance with the following:

**Standard Item Number:**

The first three digits of the construction item numbers indicates the Section number as described in the Standard Specifications, and all applicable requirements of the Section shall remain effective unless otherwise modified by the Special Provisions. The last three digits of the construction item identifies the item by sequential number under that Section. Sequential numbers for all items covered under Standard Specifications range from 000 to 499. A comprehensive list of construction item numbers begins on page 421 of the Standard Specifications. Additions to this list will be made as required.

**Special Provisions Item Number:**

The first three digits of the construction items, covered under Special Provisions, indicates the applicable Section number of the Standard Specifications, and shall be governed fully by the requirements of the Special Provisions. The last three digit of the items covered under Special Provisions identifies the item by sequential number. Sequential numbers for Special Provision items, range from 500 to 999.

Examples

**Standard Item Number - 202000 Excavation and Embankment**

202 Indicates Section Number

000 Indicates Sequential Number

**Special Provision Item Number - 202500 Grading and Reshaping Roadway**

202 Indicates Section Number

500 Indicates Sequential Number



**211503 - DEMOLITION OF BUILDINGS**

**Description:**

This work consists of the demolition and removal of the structures as specifically specified on the Plans, described herein, and as directed by the Engineer.

The demolition and/or removal of the building and structure shall consist of complete Demolition and/or removal of the building including removal of equipment and fixtures, a foundation wall, footings, concrete floors (including basements) porches, steps, sheds, garages, barns and other out buildings, concrete masonry and timber structures, fences (belonging to this property, unless otherwise noted) and other structures directed to be demolished; also, disconnecting and terminating utility service facilities; and refilling basements, septic tanks, cesspools and similar cavities with approved material as noted hereinafter; temporary barricading of open basements where necessary for protection of the public; the removal and disposal of materials, shrubbery and debris; final cleaning up of the site and other incidental work.

All buildings and structures to be demolished will be open for inspection, and may be seen by appointment at any time convenient to the Real Estate Section prior to the time limit for receipt of bids.

It is the responsibility of the Contractor to examine the Right-of-Way Agreements on file available for the project at the District Office, and ascertain the conditions outlined therein.

**General Requirements and Construction Methods:**

**Time and Manner of Performance:** Bidders are advised to ascertain from the Real Estate Section of the availability and vacation of buildings which are to be demolished or removed under the Contract, of the possible vacation or removal or demolition of building on the site of the Contract by other parties, and the provisions of agreements between the State and Property Owners that may relate to the bid or to the work to be performed. The Contractor shall also confer with the Real Estate Section on the above-mentioned matters immediately after award of the Contract and at such other times thereafter as may be necessary or advisable. The Contractor shall be governed by the provisions of the above mentioned Right-of-Way Agreements.

The Contractor shall not begin the work of demolition of any building until the Engineer has declared in writing that the building is available for demolition.

**Damages to Existing Roadways, Sidewalks and Curbs:** All damages to existing roadway, sidewalk and curb areas caused by demolition work shall be replaced or repaired by the Contractor to the satisfaction of the Engineer at the Contractor's expense.

**Laws and Permits:** The Contractor shall comply with all Federal, State and local ordinances, regulations and laws and secure the necessary permits for prosecuting the work of this item.

**Certificates:** Required certificates, if any, of satisfactory performance of the demolition work signed by local Building Inspectors must be presented to the Department of Transportation before final payment will be made.

**Rodent Control:** Prior to commencing demolitions, the Contractor shall present to the project District Office of the Department of Transportation a certificate, certifying that the buildings have been properly exterminated of rodents and other household pests.

**Families in Vicinity:** The Contractor shall note that the work described herein is also intended to assure that demolition work will be scheduled, undertaken and completed, in a manner which will maintain to

the maximum extent possible existing levels of public convenience services, and health and safety conditions, for the individuals or families in the immediate vicinity, including those whose homes and businesses are in the process of acquisition as a part of the highway project.

**Permits:** A demolition permit will be required. Please note that a demolition permit and building permit are required for moving a building.

**Construction Methods:**

Trees and shrubbery may be removed as necessary to remove the structure. Any small shrubbery bordering the structure shall be removed. Where party walls are involved the Contractor shall take particular precautions to insure that the work will be executed under accepted standard practices and procedures; and that Article 12, "Protection of Work and Property of A.I.A., General Conditions of Contract", shall be adhered to. The remaining adjoining wall of properties shall be made secure and safe by the installation of proper footings. All party walls must be braced during demolition as required and as directed in order to maintain structural stability and safety.

Party walls that become exposed are to be furred, wire lathed, and plastered for water protection including basement walls as required.

Roof lines shall be carefully repaired with proper cornices and painting of exposed woodwork due to the demolition.

Also, additional supplement to the foregoing requirements concerning protection of party walls during demolition, the BOAC Basic Code, Section 13, and Article 13, "Precautions During Building Operations", of the Building Code of New Castle County (when job is located in New Castle County; for the Contract in Kent and Sussex Counties, the Contractor shall contact the proper County officials for such regulations), shall be adhered to.

All utilities must be notified in writing. A demolition permit will not be issued until all utilities have given written confirmation of disconnection and/or capping.

Building's which are required to be demolished or removed under the Contract, shall be torn down or moved to a new location outside the right-of-way of the project. No new location shall be used if the Contractor is notified by the State during the permit process that the location is proposed or contemplated for acquisition by the State. In lieu of demolition, the buildings may be used for the purpose of fire training by a local fire department in strict accordance with County Ordinances and the regulations and limitations established by DNREC and the State Fire Marshall's office. If this option is desired by the Contractor, he/she shall be required to submit a Value Engineering Proposal to the Department for approval. The Contractor will also be responsible for all damages from such burning to adjacent properties, utilities and roadways.

It shall be the responsibility of bidders to ascertain, by their own inspection and investigation, the sizes and condition of buildings, their types of construction, data concerning equipment and fixtures in, or a part of the building, whether or not such information be shown or given in the Plans, specifications, or other Contract documents, and to make such other investigations that may be necessary for a complete understanding of the work to be performed. Bids shall be based on the bidders' own findings.

The Department of Transportation does not guarantee that the condition and contents of buildings will be the same at the time of starting work, as they were when bidders inspected the site or prepared their bids; neither does the Department of Transportation assume any responsibility for destruction or loss due to fire, theft, or vandalism that may occur prior to the time that the Contractor takes possession of the buildings for demolition. The Contractor shall accept buildings in the condition prevailing at the time they are made available to him/her for demolition.

All building materials, fixtures and equipment in, attached or belonging to, the buildings at the time they are declared available for demolition shall become the property of the Contractor unless otherwise providing in the Right-of-Way Agreement with the owners.

Prior to and throughout the demolition process, the Contractor shall visibly inspect premises and structures for asbestos containing materials. If at any time during the demolition process the Contractor suspects or finds asbestos containing materials, he/she shall stop operations on the site where the suspect material is found and immediately notify the Engineer. The Contractor is responsible for all materials (including asbestos) hauled from the site, and all costs associated with the disposal of materials.

Materials and debris shall not be placed or stored within the limits of any existing street. The parking, loading and operation of trucks on existing highways or streets shall be governed by existing laws, ordinances and regulations and by the pertinent provisions of Section 107.07 of the Standard Specifications.

Basements of buildings demolished or removed by the Contractor, septic tanks, cesspools (including field drains or tile field) and similar cavities shall be cleared of unsuitable materials by a licensed septic hauler and disposed of in accordance with state laws. Copies of hauling bills will be supplied to DeIDOT. All such cavities after inspected by DELDOT shall be backfilled with material conforming to Borrow Type C of subsections 209.02 and 209.04, placed and compacted to a density of not less than 95 percent as specified in subsection 202.05, and graded to drain at surrounding grade levels. The furnishing of backfill shall be included in the lump sum price for the Contract or on construction Contracts shall be incidental to this item.

All depressed curb sections of driveway entrances are to be replaced with curb of the type consistent with the curb adjacent to it unless otherwise directed. Behind the curb shall be backfilled and the area graded to drain.

If the Contract requires the abandonment of wells as noted on the Plans, the wells shall be abandoned in accordance with the procedures set forth in the DNREC's Regulations Governing the Construction of Water Wells dated January 20, 1987. All wells to be abandoned shall be sealed only by a licensed well Contractor, well driller, or well driver. The Contractor or Contractor Team must be licensed by DNREC to perform this work. Copies of the above referenced material can be obtained from the Water Supply Section of DNREC's Division of Water Resources.

The Contractor shall adhere to Section 9 of DNREC's Regulations Governing the Construction of Water Wells regarding the abandonment of the monitoring wells and other wells as noted on the Plans. Within thirty (30) days of abandonment of the wells, the Contractor must submit to DNREC, a Well Abandonment Report signed by the licensed Contractor/driller/driver in charge of on-site supervision of the well abandonments. The report form can be obtained from the Water Supply Branch of DNREC's Division of Water Resources. A copy of the completed report shall be provided to the Department's inspector at the time of submission to DNREC.

To supply security to the site during the performance of this Agreement/Contract the Contractor shall as soon as possible after award post "No Trespassing" signs on all sides of the site. Wherever necessary for protection of the public or where required by State or local laws, regulations or ordinances, the Contractor shall construct and maintain substantial temporary barricades or fences closing off open cellars. At no time shall there be any void left uncovered and not posted.

Prior to the demolition of any buildings, the Contractor shall provide for the disconnection and removal from the building to the R/W of all water, sewer, gas, electric, telephone service facilities and other buried or overhead cables. All removals shall be done in accordance with the requirements of municipalities and utility companies owning or controlling them. The Contractor shall notify the municipalities and utility companies of the time any such disconnections may need to be made, and he/she shall perform the work according to their standard practices and requirements and under their supervision, or arrange for its performance by their forces. The cost of any and all such utility work including charges, if any, made to the municipalities and utility

companies, shall be borne by the Contractor and shall be included in the price bid for the item "Demolition of Buildings".

Prior to acceptance of the Contract, small shrubbery in the way of mowing, all materials and debris accumulated from demolition of buildings and from other work in connection therewith, shall be removed from the site and shall be disposed of by the Contractor. The ground surface shall be graded, if necessary, to eliminate water pockets, then the area shall be covered with 6" (150 mm) of topsoil and seeded in accordance with Sections 732, 734 and 735. The site of each demolished building shall then be cleaned up and left in a condition satisfactory to the Engineer.

Breakdown of Lump Sum Price and Right of Department to Delete Demolition of One or More Buildings:

The attention of bidders is directed to the fact that in the Proposal, a lump sum bid for Demolition of Buildings will be made for all Buildings to be demolished. However, each bidder will be required to show an analysis of the lump sum price bid for Demolition of Buildings by listing the price of each individual building on a separate sheet to be attached to and submitted with the Proposal form.

The Department of Transportation reserves the right to delete from the Contract the demolition of any of the individual buildings shown on the Plans, and the lump sum price to be paid for Demolition of Buildings will be reduced in accordance with the Contractor's itemized attachment to the Proposal. The Contractor shall make no claims for additional compensation because of deletion of any of the individual buildings from this Contract and the corresponding reduction in the Lump Sum Price Payment.

Method of Measurement:

The quantity of building demolition will not be measured.

Basis of Payment:

The quantity of building demolition will be paid for at the Contract lump sum. Price and payment shall be full compensation for the cost of furnishing all materials, and for all labor, equipment, tools, permits, certificates, and incidentals necessary to complete the work of this item as specified, including any excavation, Type "C" Borrow, backfilling and compaction, topsoil and grading required. The item shall include the cost of abandoning the wells, if such condition exists in the Contract.

The price bid for this item shall also include the removal of sidewalks, drives, patios, trailer parking pads, replacement of curb and other miscellaneous items as required and/or as directed. At the option of the Engineer, each separate work area will be accepted when completed as the entire work progresses.

The lump sum price bid for the item shall be reduced based on the analysis of the lump sum price for individual buildings submitted by the Contractor, in the event one or more of the buildings designated for demolition is/are deleted from the Contract.

NE - 12/14/01

# APPENDIX A - WOOD SAMPLING RESULTS



**BrightFields, Inc.**  
Environmental Services

June 24, 2013

Mr. Danny Skeans  
State of Delaware  
Department of Transportation  
Dover, Delaware 19903

**RE: Wood Sampling Results**  
**State Project No. T200511301...New Castle County**  
**Federal Aid No. NH-2006(18) Task No. 36**  
**Former Owner: Welfare Foundation, LLC**  
**Parcel No. 972...Hyatt's Corner Road, Middletown, DE**  
**Property Management Agreement 1542**  
**Task No. 36 – Asbestos Management**  
**BrightFields File #2680.36ff.74**

Dear Mr. Skeans:

On May 31, 2013, BrightFields collected a composite sample of the treated wood from the support columns of the Hyatt's Corner Barn Structure located at the property referenced above. The sample was submitted to Test America Laboratory in Edison, New Jersey, where it was analyzed for the following constituents pursuant to the guidelines for disposal set by the Delaware Solid Waste Authority (DSWA):

1. The Toxicity Characteristic Leaching Procedure (TCLP). The resulting leachate must be tested for the TCLP constituents listed in SW-846 or others required by DSWA. No constituent can exceed its respective regulatory level to obtain approval for disposal. The Special Solid Waste must be determined to be non-toxic in accordance with the DRGHW 261.24
2. Ignitibility - The Special Solid Waste must be determined to be non-ignitable in accordance with the Delaware Regulations Governing Hazardous Waste (DRGHW) 261.21.
3. Corrosivity - The Special Solid Waste must be determined to be non-corrosive in accordance with the DRGHW 261.22.
4. Reactivity - The Special Solid Waste must be determined to be non-reactive in accordance with the DRGHW 261.23.
5. Benzene, Toluene, Ethylbenzene, Xylene (BTEX) - The Special Solid Waste must not have a concentration greater than any of the following:
  - a. Benzene 0.5 ppm
  - b. Toluene 10 ppm
  - c. Ethylbenzene 5 ppm
  - d. Xylene 5 ppm

6. Polychlorinated biphenyls (PCBs) - The Special Solid Waste must have a concentration of PCBs less than 50.0 mg/kg. Generators of Special Solid Waste containing detectable PCB levels below 50 mg/kg shall certify in writing that the resulting PCB concentration is not the result of dilution, or leaks and spills of PCBs in concentrations of 50 mg/kg or greater.
7. Solids Content - The Special Solid Waste must be a minimum of 20% solids by weight and not contain free liquids (as determined by the Paint Filter Liquids Test (SW-846)).

Table 1 summarizes the results of the analysis. Laboratory analytical data is provided as Attachment 1. Based on the laboratory analysis, the wood poles meet the DSWA disposal guidelines.

Please contact me at (302) 656-9600 if you have any questions or wish to discuss this matter in more detail.

Sincerely,  
BrightFields, Inc.



Jason W. Sunde.  
Project Manager

Attachments: Data Summary Table  
Laboratory Analytical Data

**TABLE 1**  
**Wood Analytical Results for Disposal Characterization**  
**Hyatt's Corner Road Pole Barn**

Sample ID	DSWA Waste Criteria	Units	HCB-WOOD-001	
<b>TCLP Metals</b>				
Arsenic	5	mg/L	0.025	U
Barium	100	mg/L	1.0	U
Cadmium	1	mg/L	0.025	U
Chromium	5	mg/L	0.094	
Lead	5	mg/L	0.27	
Selenium	1	mg/L	0.050	U
Silver	5	mg/L	0.050	U
Mercury	0.2	mg/L	0.00020	U
<b>TCLP VOCs</b>				
1,1-Dichloroethene	0.7	mg/L	0.010	U
1,2-Dichloroethane	0.5	mg/L	0.010	U
1,4-Dichlorobenzene	7.5	mg/L	0.010	U
2-Butanone (MEK)	200	mg/L	0.050	U
Benzene	0.5	mg/L	0.010	U
Carbon tetrachloride	0.5	mg/L	0.010	U
Chlorobenzene	100	mg/L	0.010	U
Chloroform	6	mg/L	0.010	U
Tetrachloroethene	0.7	mg/L	0.010	U
Trichloroethene	0.5	mg/L	0.010	U
Vinyl chloride	0.2	mg/L	0.010	U
<b>TCLP SVOCs</b>				
1,4-Dichlorobenzene	7.5	mg/L	0.040	U
2,4,5-Trichlorophenol	400	mg/L	0.040	U
2,4,6-Trichlorophenol	2	mg/L	0.040	U
2,4-Dinitrotoluene	0.13	mg/L	0.0080	U
Hexachlorobenzene	0.13	mg/L	0.0040	U
Hexachlorobutadiene	0.5	mg/L	0.0080	U
Hexachloroethane	3	mg/L	0.0040	U
m & p - Cresol	200	mg/L	0.040	U
Nitrobenzene	2	mg/L	0.0040	U
o-Cresol	200	mg/L	0.040	U
Pentachlorophenol	100	mg/L	0.12	U
Pyridine	5	mg/L	0.040	U
<b>TCLP Pesticides</b>				
Chlordane	0.03	mg/L	0.0050	U
Endrin	0.02	mg/L	0.00050	U
gamma-BHC (Lindane)	0.4	mg/L	0.00050	U
Heptachlor	0.008	mg/L	0.00050	U
Heptachlor epoxide	0.008	mg/L	0.00050	U
Methoxychlor	10	mg/L	0.00050	U
Toxaphene	0.5	mg/L	0.0050	U
2,4-D	10	mg/L	0.35	
Silvex (2,4,5-TP)	1	mg/L	0.017	U
<b>VOCs</b>				
Benzene	0.5	mg/kg	0.00014	U
Ethylbenzene	10	mg/kg	0.00016	U
Toluene	5	mg/kg	0.00035	J
Xylenes, Total	5	mg/kg	0.00064	U
<b>General Chemistry</b>				
Burn Rate (ignitability)	> 2.2	mm/sec	2.2	U
Corrosivity	≤ 2 or ≥12.5	su	3.77	
Reactive Cyanide	250	mg/kg	25	U
Reactive Sulfide	500	mg/kg	13	U
Free Liquid	> 20% solids by weight	mL/100g	0.50	U
<b>PCBs</b>				
Total PCBs	< 50	mg/kg	0.057	U

U - The compound was not detected at the indicated concentration.

J - Result is less than the reporting limit but greater than or equal to the method detection limit and the concentration is an approximate value.



# **BID PROPOSAL FORMS**

CONTRACT No.

DOT1309-DEMO\_POLE\_BLDG

**BID QUOTATION**

CONTRACT NO.: DOT1309-DEMO\_POLE\_BLDG

CONTRACT TITLE: DEMOLITION AND REMOVAL OF ONE (1) METAL POLE BUILDING

BIDDER NAME: \_\_\_\_\_

**PRICING BELOW MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK**

Item	Quantity	Unit Prices Must Be Written in Words	Unit Prices in Figures
ITEM 211503 - DEMOLITION OF BUILDINGS	Lump Sum	and  Dollars  Cents	

**Bid Total \$** \_\_\_\_\_

**CERTIFICATION**

Contract No. DOT1309-DEMO\_POLE\_BLDG

The undersigned bidder, \_\_\_\_\_ whose address is \_\_\_\_\_ and telephone number is \_\_\_\_\_  
\_\_\_\_\_ hereby certifies the following:

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

Accompanying this proposal is a surety bond or a security of the bidder assigned to the Department of Transportation, for at least ten (10) percentum of total amount of the proposal, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department of Transportation, under the conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No. Date	No. Date	No. Date	No. Date	No. Date
----------	----------	----------	----------	----------

**(BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA.)**

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_ ( 20\_\_ ).

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By: \_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary  
Seal

\_\_\_\_\_  
Notary

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and State  
of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_ of \_\_\_\_\_  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ as **Surety**, legally authorized to do  
business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent  
not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
\_\_\_\_\_) of amount of bid on Contract No. DOT1309-DEMO\_POLE\_BLDG, to be paid to the **State** for the use  
and benefit of its Department of Transportation ("**DeIDOT**") for which payment well and truly to be made, we  
do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally  
for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden  
**Principal** who has submitted to the **DeIDOT** a certain proposal to enter into this contract for the furnishing of  
certain materiel and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well  
and truly enter into and execute this Contract as may be required by the terms of this Contract and approved  
by the **DeIDOT**, this Contract to be entered into within twenty days after the date of official notice of the award  
thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain  
in full force and virtue.

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

SEALED, AND DELIVERED IN  
THE presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By: \_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of **Surety**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title