

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT DOT1602

(T201653101.01)

WILMINGTON ADMIN SITE DEMOLITION

NEW CASTLE COUNTY

ADVERTISEMENT DATE: December 7, 2015

PROSPECTIVE BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID MEETING THURSDAY DECEMBER 17, 2015 AT 12:30 P.M. IN THE DeIDOT ADMINISTRATION BUILDING, 800 BAY ROAD, DOVER, DELAWARE, 19903.

COMPLETION TIME: 150 Calendar Days

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

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time **January 12, 2016**

Contract No. DOT1602

**WILMINGTON ADMIN SITE DEMOLITION
NEW CASTLE COUNTY**

GENERAL DESCRIPTION

LOCATION

These improvements are located in NEW CASTLE County more specifically shown on the Location Map(s) of the enclosed Plans.

DESCRIPTION

The improvements consist of furnishing all labor and materials for the Wilmington Admin Site Demolition. This project involves the demolition of 5 buildings and a chimney stack at Delaware Transit's Beech Street Administration Facility. The site is located at 508 Maryland Avenue, Wilmington, Delaware. Three of the buildings are interconnected, but separate buildings: building 2, which is a 12,675 square foot three-story office building; building 12, which is a 8,115 square foot two-story warehouse with offices on the second floor; and building 8, which is a 36,843 square foot warehouse structure with a second floor at the western end of the building. The other two buildings are storage buildings: building 5, which is 4,440 square feet; and building 6, which is 3,543 square feet with a chimney stack. The buildings have asbestos and will be remediated through a separate contract. Coordination with the asbestos abatement will be required for roofs and phasing of the demolition work., and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete within 150 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about February 8, 2016.

PROSPECTIVE BIDDERS NOTES:

1. QUESTIONS regarding this project are to be e-mailed to dot-ask@state.de.us no less than six business days prior to the proposal opening date in order to receive a response. Please include DOT1602 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
2. Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
3. No retainage will be withheld on this contract.
4. The Department's External Complaint Procedure can be viewed on DeIDOT's Website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
5. **SPECIFICATIONS:** New Supplemental Specifications to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#).
6. Contractor must get approval from the City of Wilmington, DE before starting Demolition work.
7. Contractor is responsible for all permits and licenses.
8. Demolition Contractor must Coordinate with the Asbestos Remediation Contractor, regarding the removal of the building #8 roof and phasing of the demolition work. The roof will be placed in a designated area and the Asbestos Contractor will remove all asbestos from the roof.

9. In accordance with 29 Del. C. §6962(d)(10)a, a **Mandatory Pre-Bid Meeting** will be held to select the subcontractor categories to be included in the bids for performing the work required for this contract. In accordance with Title 29 Del. C. §6962(d)(10)b of the Delaware Code, a penalty of \$2,000.00 will be withheld from the successful bidder for each occurrence for the failure to utilize any or all of the Subcontractors submitted with the bid.

The Pre-Bid Meeting will be held **Thursday December 17, 2015** at 12:30 p.m. in the DelDOT Administration Building, 800 Bay Road, Dover, Delaware, 19903.

All bidders must be represented at the Mandatory Pre-Bid Meeting for this contract. The bidder's representative must sign-in and identify the name of the bidder they represent. Failure to sign-in with the bidder's company name at the Mandatory Pre-Bid Meeting will result in the bidder being found non-responsible and non-responsive, and their bid will be rejected.

10. Bidders are reminded to submit a copy of their Delaware Business License with their Bid.
11. Contractor is responsible for providing Maintenance of Traffic (MOT) for both roadway and sidewalk traffic. See notes posted on the MOT and Pedestrian Plan Sheets. Bidders are reminded to include MOT cost with bid submission.
12. **Please Note:** Technical Specifications, Section 024116 Structure Demolition, Pg 024116--7, 3.1 Examination, paragraph 1.

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

English Code	English Description	Multiply By	Metric Code	Metric Description	Suggested CEC Metric Code
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m ³	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m ³	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 ³	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 ²	Square Meter	M2
S.Y.	Square Yard	0.8361	m ²	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m ² -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:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The contractor will take positive steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, 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.

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

CONTRACTOR / SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

(b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency.

(c) Any contractor that enters a public works contract must provide to the agency to which it is contracting, within 30 days of entering such public works contract, copies of all occupational and business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the contractor entered the public works contract the occupational or business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

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.

RIGHT TO AUDIT

The Department shall have the right to audit the books and records of the contractor or any subcontractor under this contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of 3 years from the date of final payment under the prime contract and by the subcontractor for a period of 3 years from the date of final payment under the subcontract (*29 Del.C. §6930*)

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."

Contractor may contact:

Department of Labor
Division of Industrial Affairs
4425 No. Market Street
Wilmington, DE 19802
Telephone (302) 761-8200

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

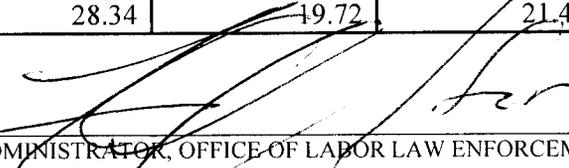
PREVAILING WAGES FOR HEAVY CONSTRUCTION
EFFECTIVE MARCH 13, 2015 - AMENDED JULY 15, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.14	18.60	40.43
BOILERMAKERS	73.62	30.73	56.37
BRICKLAYERS	44.98	22.19	23.83
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	43.00	23.30	16.00
ELECTRICAL LINE WORKERS	62.75	26.30	62.75
ELECTRICIANS	63.60	63.60	63.60
GLAZIERS	19.54	16.96	11.48
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	55.78
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	65.23	65.23	51.80
PAINTERS	75.26	75.26	75.26
PILEDRIVERS	71.17	37.64	29.30
PLASTERERS	18.40	15.97	10.80
PLUMBERS/PIPEFITTERS/STEAMFITTERS	76.78	76.78	17.12
POWER EQUIPMENT OPERATORS	59.81	59.81	59.81
SHEET METAL WORKERS	29.40	18.23	17.13
SPRINKLER FITTERS	31.68	11.99	9.93
TRUCK DRIVERS	28.34	19.72	21.40

CERTIFIED :

8/7/15

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 MECHANICS RATE.

Re: T201653101 Wilm Admin Site Asbestos Remediation, 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

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

NOTE:

PLEASE NOTE revised Supplemental Specifications to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#) and at www.delldot.gov.

SPECIFICATIONS: The Department is currently updating the August 2001 Specifications for Road and Bridge Construction. Through this update, some Divisions were renumbered and some new ones were created and added. The *Specifications Note* document is for the use by the bidders to reference the new numbers to the past numbers used for bidding purposes on previous Department contracts.

**TECHNICAL SPECIFICATIONS
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DIVISION 01– GENERAL REQUIREMENTS:

015000	Temporary Facilities and Controls
017419	Construction Waste Management

DIVISION 02 – EXISTING CONDITIONS:

024116	Structure Demolition
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SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for security and protection facilities.

1.2 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Product Data: Show information on temporary fence, materials, anchorage, connections and gates.

1.3 PROJECT CONDITIONS

- A. Provide temporary fencing from existing fence to existing fence to separate the areas of demolition work from the parking areas of the Delaware Transit Corporation (DTC) that are remaining functional.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Site Enclosure Fence: Before demolition operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose portion determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
 - 3. Maintain fence in place throughout the duration of the Contract, and until Owner installs a permanent fence under a separate Contract. This will occur within two months of Substantial Completion of this work.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Maintain water pressure in fire hydrants that remain. If necessary to temporarily shut off water to disconnect utility connection, notify Owner and mark hydrant as being non-functional.

3.3 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

END OF SECTION 015000

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for construction waste management activities.

1.2 DEFINITIONS

- A. Construction, Demolition and Land-clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged, or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as a sub-base material. Chipping of land clearing material for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating and re-constituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where the materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
 - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
 - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

1.3 SUBMITTALS

- A. The Contractor shall develop a Waste Management and Recycling Plan: Submit 3 copies of plan within 7 days after receiving a Notice to Proceed.
- B. The Contractor shall provide a Waste Management Progress Report, concurrent with each Application for Payment. Submit 3 copies of report.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of 75% CDL waste, by weight, from the landfill, by one or a combination, of the following activities:

- 1. Salvage
- 2. Reuse
- 3. Source-Separated CDL Recycling.
- 4. Co-mingled CDL Recycling.

- B. CDL waste materials that can be salvaged, re-used or recycled include, but are not limited to, the following:

- 1. Asphalt paving.
- 2. Concrete.
- 3. Concrete reinforcing steel.
- 4. Brick.
- 5. Concrete masonry units.
- 6. Wood studs.
- 7. Wood joists.
- 8. Plywood and oriented strand board.
- 9. Wood paneling.
- 10. Wood trim.
- 11. Structural and miscellaneous steel.
- 12. Rough hardware.
- 13. Roofing.
- 14. Insulation.
- 15. Doors and frames.
- 16. Door hardware.
- 17. Windows.
- 18. Glazing.
- 19. Metal studs.
- 20. Gypsum board.
- 21. Acoustical tile and panels.
- 22. Carpet.
- 23. Carpet pad.
- 24. Demountable partitions.
- 25. Equipment.
- 26. Cabinets.
- 27. Plumbing fixtures.
- 28. Piping.

29. Supports and hangers.
30. Valves.
31. Sprinklers.
32. Mechanical equipment.
33. Refrigerants.
34. Electrical conduit.
35. Copper wiring.
36. Lighting fixtures.
37. Lamps.
38. Ballasts.
39. Electrical devices.
40. Switchgear and panelboards.
41. Transformers.

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC, as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of authorities having jurisdiction, and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct conference at Project site prior to construction activities:
 1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's Superintendent.
 - d. Major sub-contractors.
 - e. Waste management coordinator.
 - f. Other concerned parties.
 2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.

3. Minutes: Record discussion, and distribute meeting minutes to all participants. If Project Architect was present, it shall be his responsibility to record and distribute the minutes.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a plan to meet the requirements in this section at a minimum. Plan shall consist of waste identification, waste reduction plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill. The plan should include the following information:
 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited, to one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated.
 - b. Selective salvage as part of demolition contractor's work.
 - c. Reuse of materials on-site, or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring sub-contractors to take their CDL waste to a recycling facility.
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility.
 - c. Processing and reusing materials on site.
 - d. Self-hauling to a recycling or material recovery facility.
 4. Name of recycling or material recovery facility(s) receiving the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.

5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Include cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and non-acceptable materials. The list of acceptable materials shall be the same as the materials recycled at the receiving material recovery facility or the recycling processor.
- B. The collection containers for the recyclable CDL waste shall contain no more than 10% non-recyclable material, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible,

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for manage recyclable materials until they are removed from the Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
3. Stockpile materials away from the demolition area. Do not store within the drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

END OF SECTION 017419

WASTE MANAGEMENT PROGRESS REPORT				
MATERIAL CATEGORY	DISPOSED OF IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR RE-USE		
		Recycled	Salvaged	Re-used
1. Acoustical Ceiling Tile				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumps, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic and cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		Total of All Above Values (In Weight)		
Percentage of Waste Diverted:		(Total Waste divided by Total Diverted)		

SECTION 024116

STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings down to top of slab on grade. The buildings to be removed under this Contract are Buildings 8, 12, 2, 5 and 6 (with chimney).
2. Demolition and removal of structures attached to building or in the area of work.
3. Abandoning in-place below-grade construction.
4. Coordinating the disconnecting, capping or sealing, and abandoning in-place site utilities.
5. Demolition materials recycling requirements: The Work of this contract shall provide for a minimum of 75% by weight of the solid waste generated by the Work to be diverted from landfill disposal through a combination of re-use and recycling activities.
6. This section includes requirements for submittal of:
 - a. Contractor's Waste Management and Recycling Plan, prior to the commencement of the work.
 - b. Contractor's quantitative reports for the demolition waste materials generated by the Contractor, as a condition of approval of progress payments.
 - c. Health and Safety Plan.
 - d. Pest and Rodent Control Plan.
 - e. Schedule of Building Demolition Activities.

- B. Contract Duration: Contract time of one hundred and fifty (150) days will start on the first chargeable day of this contract.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, except for those identified for use in recycling, re-use, or salvage programs.
- B. Environmental Pollution and Damage: The presence of chemical, physical or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human or animal life; affect other species of importance to humanity; or degrade the utility of the environment for aesthetic, cultural or historical purposes.
- C. Inert Fill: The permitted facility that accepts inert waste such as asphalt and concrete for the purpose of disposal.
1. Inert Solids / Inert Waste: Non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous substances or soluble pollutants at concentrations in excess of water-quality standards established by a regional water board and does not contain significant quantities of decomposable solid waste.

- D. Class III Landfill: A landfill that accepts non-hazardous materials such as household, commercial and industrial waste, resulting from construction, remodeling, repair, and demolition operations. A Class III landfill must have a solid waste facilities permit from the Delaware Department of Natural Resources and Environmental Control.
- E. Demolition Waste: Building materials and solid waste resulting from construction, remodeling, repair, or demolition operations that are not hazardous. This term includes, but is not limited to, asphalt concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe and steel. The material may include rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- F. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.
- G. Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste
- H. Reuse: The use, in the same of similar form as it was produced, of a material which might otherwise be discarded.
- I. Solid Waste: All putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid Waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by State law.

1.3 MATERIALS OWNERSHIP

- A. Unless for items indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the property of the Delaware Transit Corporation (DTC), demolished materials shall become property of Contractor, and shall be removed, recycled, or disposed from the Project site in an appropriate and legal manner.

1.4 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Arrange a meeting prior to the commencement of demolition with the Owner or Owner's Representative to review any salvageable items to determine if the Owner wants to retain ownership
 - 3. Review structural load limitations of existing structures.
 - 4. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.

5. Review and finalize protection requirements.
6. Review procedures for noise control, pest control, and dust control.
7. Review the environmental goals of this Project with Contractor, sub-contractors and waste haulers and make a proactive effort to increase awareness of these goals among all labor forces on site.
8. Review procedures for protection of adjacent buildings.
9. Review and discuss Contractor's Waste Management and Recycling Plan.
10. Review and discuss notification requirements and procedures for the Delaware Department of Natural Resources and Environmental Control (DNREC).
11. Review and discuss reporting requirements for compliance with the Delaware Universal Recycling Program.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Demolition Firm.

1.6 PERFORMANCE SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, for noise control, and for rat and pest control. Indicate proposed locations and construction of barriers.
 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain, including means of egress from those buildings.
- B. Schedule of Building Demolition Activities: Indicate the following:
 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 2. Temporary interruption of utility services.
 3. Shutoff and capping of utility services.
- C. Soil Disturbance: If soils on the site need to be disturbed, notify the Delaware Transit Corporation Representative before commencing work. The DTC will coordinate with their environmental contractor to test the soil and determine any mitigation measures needed.
- D. Contractor's Waste Management and Recycling Plan:
 1. Review site conditions and estimate total Project Construction, Demolition and Land-clearing (CDL) materials to be generated. Indicate names of landfills where Project CDL materials would normally be disposed. Indicate types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, and source-separation for materials to be re-used or recycled. Indicate procedures that will be implemented in this program to effect jobsite source-separation, such as, identifying a convenient location where dumpsters could be located, signage to identify materials to be placed in dumpsters, etc.
 2. Prior to commencing work, submit Contractor's Waste Management and Recycling Plan. Waste Management and Recycling Plan must include, but not be limited, to the following:

- a. Contractor's name and project identification information.
 - b. Procedures to be used.
 - c. Materials to be re-used and recycled.
 - d. Names and locations of Re-use and Recycling facilities.
 - e. Names and locations of landfills.
 - f. Tonnage calculations that demonstrate that Contractor will re-use and recycle a minimum of 75% by weight of CDL materials generated in the work.
3. Contractor's Waste Management and Recycling Plan must be approved by the Owner's Representative prior to the commencement of work.
 4. Contractor's Waste Management and Recycling Plan will not otherwise relieve the Contractor of responsibility for adequate control of pollutants and other environmental protection measures.
- E. Contractor's Re-use, Recycling, and Disposal Report:
1. Submit Contractor's Waste Management Progress Report, as specified in Section 017419, CONSTRUCTION WASTE MANAGEMENT, with each Application for Progress Payment. Failure to submit the form and its supporting documents will render the Application for Progress Payments incomplete, and delay the progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the Project for re-used and recycled materials:
 - a. On-site crushing of asphalt and concrete for use off-site.
 - b. Re-use of building materials or salvageable items.
 - c. Source-separated recycling facilities.
 2. Contractor's Waste Management Progress Report must quantify all materials generated in the Work, disposed of in Class III landfills, or diverted from disposal through recycling. Indicate Zero (0) if there is no quantity to report for a type of material. As indicated on the form:
 - a. Report disposal or recycling either in tons or cubic yards: if scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
 - b. Indicate locations to which materials are delivered for re-use, salvage, recycling or disposal in landfills or transfer stations.
 - c. Provide legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that can legally accept the materials for the purpose of re-use, recycling, or disposal. Indicate project title, project number, progress payment number, name of company completing the Contractor's Report and compiling back-up documentation, the printed name, signature, and daytime phone number of the person completing the form, the beginning and ending dates of the period covered on the Contractor's Report, and the date that the Contractor's Report is completed.
- F. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before the Work begins.

- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 HEALTH AND SAFETY PLAN

- A. Submit the Contractor's Health and Safety plan, modified to cover the proposed work at the Delaware Transit Corporation located on Maryland Avenue in Wilmington, DE, to the attention of John Kotula, 119 Lower Beech Street, Wilmington, DE 19805.

1. The plan shall include a designated Safety Coordinator, who will be on-site during the work, and who will be tasked with overseeing all safety regulations, rules and activities. The Safety Coordinator shall have a minimum of 10 years safety work experience with at least 5 years experience on similar projects. He shall have completed a 30 hour OSHA construction safety class within the last 5 years.
2. Write and submit a Job Safety Analysis.
3. Plan shall identify potential hazards, and identify methods to control or eliminate the hazards. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated (e.g. dust control), control measures (including personnel protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the competent person in charge of the work.
4. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems.
5. For work with materials handling equipment, address safeguarding measures related to materials handling equipment.
6. Make regular job site safety inspections and conduct health monitoring.
7. Follow safety procedures and rules.
8. Coordinate safety and health training, and maintain records of attendance at these training sessions.
9. Provide a summary of required standards for personnel protective equipment to be used on this project.
10. Include written elements of the plan such as: Lockout/tagout, respiratory protection, right to know, confined space procedure, benzene, lead and fork lift permits.

- B. Display of Safety Information

1. Within 5 days of the commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel.
 - a. Map denoting the route to the nearest emergency care facility.
 - b. Emergency phone numbers.
 - c. Copy of the latest Job Safety Analysis.
 - d. OSHA 300A Form.
 - e. OSHA Safety and Health Protection on the Job poster.

1.8 PEST AND RODENT CONTROL PLAN

- A. Submit the Contractor's Pest and Rodent Control Plan. Provide an Integrated Pest Management plan for the duration of the Contract. Utilize rodenticides and traps in such a way that on-site personnel are protected.
- B. Provide inspection service by a Certified Pesticide Applicator, as certified by the Delaware Department of Agriculture. Provide this inspection before Demolition activity is to commence. Perform extermination and control procedures at regular intervals in this period so that the Project is free of pests and their residues. Perform control operations lawfully, using environmentally safe materials.
- C. The Demolition Phase shall not commence until the Pest and Rodent Control Plan efficacy can be verified by a certified pest control company.

1.9 CLOSEOUT SUBMITTALS

- A. Record Drawings: Identify and accurately locate capped utilities and other subsurface structural, electrical or mechanical conditions.

1.10 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage a licensed demolition contractor and an experienced firm that has successfully completed demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing DNREC notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction. Obtain and pay for all permits required.

1.11 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
 - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: The known asbestos-containing materials shall be removed by an approved contractor. This work will be concurrent with building demolition activities and shall

be coordinated to allow hazardous materials to be accessed by, and/or removed prior to, other demolition work.

1. Existing electrical transformers to be removed may contain hazardous materials. Contractor shall set aside any transformers in coordination hazardous materials remediation contractor for inspection. Once hazardous materials, if present, have been appropriately handled, the transformers may be removed.
2. If other materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner. Hazardous materials will be removed by Owner under a separate contract.

E. On-site storage or sale of removed items or materials is not permitted.

1.12 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing DNREC notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Survey the condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
 1. Retain a licensed and qualified structural engineer to provide analysis, including calculations, necessary to ensure the safe execution of the demolition work.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Conduct demolition operations and remove CDL materials to ensure minimum interference with roads, walks, streets and other adjacent occupied or utilized facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or utilized facilities without permission from the authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing authority.
 - 2. All lane closures on a roadway must be approved by the Delaware Department of Transportation.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent building and facilities to remain. Ensure safe passage of people around demolition area.
 - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 2. Protect existing site improvements, appurtenances, and landscaping that are designated to remain.
- D. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of buildings to be demolished and adjacent buildings to remain.
 - 1. Strengthen or add new supports when required during the progress of demolition.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: The Contractor shall coordinate the locating, identifying, disconnecting, and sealing or capping utilities serving buildings and structures to be demolished.
 - 1. Coordinate with utility companies to shut off utilities that serve the building being demolished. Obtain from the Owner a copy of the Utility Statement dated October 12, 2015, for utility information.
 - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 EXPLOSIVES

- A. Explosives: Use of explosives will not be permitted.

3.5 ENVIRONMENTAL CONTROLS

- A. Comply with federal, state, and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment and noise pollution.

- B. Protection of Natural Resources: Preserve the natural resources within the project boundary or restore to an equivalent condition.

- 1. Water Resources: Comply with applicable regulations concerning the direct or indirect discharge of pollutants to underground and natural surface waters.

- a. Oily Substances: Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water in such quantities as to affect normal use, aesthetics, or produce a measurable ecological impact on the area.

- 1) Store and service construction equipment in areas designated for the collection of oil wastes.

- 2. Dust Control, Air Pollution, and Odor Control: Prevent creation of dust, air pollution and odors.

- a. Use temporary enclosures and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
- b. Keep dust down at all times, including during nonworking hours. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris such as steel bars. Only wet cutting will be permitted for cutting concrete, concrete blocks, and bituminous concrete.
- c. Store volatile liquids, including fuel and solvents, in closed containers.
- d. Properly maintain equipment to reduce gaseous pollutant emissions.

- 3. Noise Control: Perform demolition operations to minimize noise.

- a. Repetitive, high level impact noise will be permitted only between the hours of 8:00 a.m. and 6:00 p.m. Repetitive impact noise shall not exceed the follow dB limitations:

<u>Sound Level in dB</u>	<u>Time Duration of Impact Noise</u>
70	More than 12 minutes in any hour
80	More than 3 minutes in any hour

- b. Provide equipment, sound-deadening devices, and take noise abatement measures that are necessary to comply with the requirements of this Contract.
- c. At least once every five successive working days while work is being performed above 55dB noise level, measure sound level for noise exposure due to demolition.

Measure sound levels on the 'A' weighting network of a General Purpose sound level meter at slow response. To minimize the effect of reflected sound waves at buildings, measurements may be taken from three to six feet in front of any building face. Submit the recorded information to the State, noting any problems and the alternatives before mitigating actions.

4. Salvage, Re-Use and Recycling Procedures
 - a. Identify re-use, salvage and recycling facilities.
 - b. Develop and implement procedures to re-use, salvage and recycle demolition materials, based on the Contractor's Waste Management and Recycling Plan, estimated quantities of materials, and availability. Procedures may include on-site recycling, source-separated recycling, salvage, and/or mixed debris recycling efforts.
 - c. Source-separate demolition materials including, but not limited, to the following types:
 - 1) Asphalt.
 - 2) Concrete, concrete block, concrete masonry units (CMU's), slump stone (decorative concrete block) and rocks.
 - 3) Asphalt concrete.
 - 4) Paper: Bond, newsprint, cardboard, paper packing materials, and packaging.
 - 5) Cement fiber products: Shingles, panels, siding.
 - 6) Paint.
 - 7) Rigid foam.
 - 8) Glass.
 - 9) Plastics.
 - 10) Carpet and carpet padding.
 - 11) Beverage containers.
 - 12) Insulation.
 - 13) Gypsum board.
 - 14) Porcelain Plumbing Fixtures.
 - 15) Fluorescent Light Tubes.
 - 16) Green materials (i.e. tree trimmings and land clearing debris).
 - 17) Metals (ferrous and non-ferrous).
 - 18) Red clay brick.
 - 19) Soil.
 - 20) Wood, clean dimensional wood, pallet wood.
 - 21) Sheet wood: Plywood, oriented strand board (OSB), particle board.
 - 22) Other materials as appropriate.
 - d. Develop and implement a program to transport loads of mixed (commingled) demolition materials that cannot feasible be source-separated to a mixed materials recycling facility.
5. Disposal Practices and Waste Hauling
 - a. Legally transport and dispose of materials that cannot be delivered to a source-separated or mixed recycling facility to a transfer station or a disposal facility that can legally accept the materials for the purpose of disposal.

- b. Use a permitted waste hauler or the Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, review the printed permit and maintain a copy.
- c. Become familiar with the conditions of acceptance of demolition materials at recycling facilities, prior to delivering materials.
- d. Deliver to facilities that can legally accept demolition materials for re-use, recycling, composting, or disposal.
- e. Do not burn, bury, or otherwise dispose of rubbish and waste materials on the project site.
- f. Remove and transport CDL materials in a manner that will prevent spillage on adjacent surfaces, streets, and areas, or dust from being emitted into the atmosphere.
- g. Clean adjacent streets of dust, dirt, and CDL materials caused by the demolition operations. At the end of each day, return adjacent areas to the condition existing before the start of demolition.

3.6 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
 - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Privately Owned Vehicles: The Contractor shall provide up to 300 vouchers for a local automatic car wash for cars that have gotten dirty from demolition dust and dirt. He shall designate one on-site person to evaluate and dispense car wash vouchers. He shall keep a registry of dates, names, address, and vehicle license number for those persons who receive the vouchers.
- F. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.7 DEMOLITION

- A. Building Demolition: Demolish buildings completely and remove from the site. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Locate building demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 2. Demolish concrete and masonry in sizes that will be suitable for acceptance at recycling or disposal facilities.
 3. Remove structural framing members and lower to ground by method suitable avoid free fall and to prevent ground impact or dust generation.
 4. The demolition contractor shall coordinate roof demolition with the hazardous materials remediation contractor to agree on a system for lowering the roof to the ground for proper removal of asbestos or asbestos-containing materials prior to removal or the remaining roof material.
 5. Break up and remove elevated concrete slabs in small sizes, suitable for acceptance at recycling or disposal facilities.
 6. Existing concrete slabs on grade shall remain in place.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

3.8 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Abandon foundation walls and other below-grade construction. Cut below-grade construction flush with grade.

3.9 SITE RESTORATION

- A. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.10 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.11 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.12 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

UTILITY STATEMENT

October 12, 2015

State Contract No. T201653101
Wilmington Administration Site Asbestos Remediation and Demolition
F.A.P. No. n/a
New Castle County

The following utility companies maintain facilities within the project limits:

Artesian Water Company
City of Wilmington – Sewer
City of Wilmington – Water
Delmarva Power – Electric
Delmarva Power – Gas
Verizon Delaware LLC

Special Note: It is the contractor's responsibility to ensure all utilities connecting to and inside of the buildings to be demolished are turned off prior to beginning work.

The following is a breakdown of the utilities involved:

ARTESIAN WATER COMPANY

Artesian Water Company owns water facilities along Maryland Avenue, north of the project limits.

CITY OF WILMINGTON – SEWER

The City of Wilmington owns and maintains sanitary sewer facilities adjacent to the project site along Maryland Avenue, Lower Beech Street and South Street.

CITY OF WILMINGTON – WATER

The City of Wilmington owns and maintains water facilities adjacent to the project site along Maryland Avenue, Lower Beech Street and South Street.

The contractor is responsible for maintaining water service to the fire hydrants within the site.

DELMARVA POWER – ELECTRIC

Delmarva Power – Electric owns and maintains electric facilities adjacent to the project site along Maryland Avenue, Lower Beech Street and South Street.

DELMARVA POWER – GAS

Delmarva Power – Gas owns and maintains electric facilities adjacent to the project site along Maryland Avenue, Lower Beech Street and South Street.

VERIZON DELAWARE LLC

Verizon owns and maintains facilities adjacent to the project site.

Outside of the companies and facilities discussed above, no additional utility involvement is anticipated. Should any conflicts be encountered during construction requiring adjustment and/or relocation the necessary relocation work shall be accomplished by the respective utility company, as directed by the District Engineer. The State contractor shall coordinate any potential conflicts with utility companies and provide adequate notice prior to performing work.

Any adjustments and/or relocations of municipally owned sewer or water facilities shall be performed by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer. The State contractor shall coordinate any potential conflicts with facility owners and provide adequate notice prior to performing work.

GENERAL NOTES

1. The Utility Companies and their Contractors do not normally work on weekends or legal holidays.
2. The Contractor's attention is directed to Section 105.09 Utilities, Delaware Standard Specifications, dated August 2001. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The State's Contractor is advised to check the site for access purposes for his equipment and, if necessary, make arrangements directly with utility companies for field adjustments to provide adequate clearances.

3. It is understood and agreed that the State's Contractor has considered in his bid all permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained due to any interference from the said utility facilities and appurtenances or the operation of moving them, except that the State's Contractor may be granted an equitable extension of time if determined appropriate by the Engineer. The State's Contractor is responsible for the support and protection of all utilities when excavating in the vicinity of said utilities.
4. The State's Contractor is responsible for rough grading as required by the roadway construction prior to the Utility Company's placing their proposed facilities, unless otherwise indicated on the plans and/or outlined elsewhere in the Contract Documents.
5. Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the State's Contractor is directed to contact the following Utility Company representatives with any questions regarding the proposed work prior to submitting bids and work schedules. Work schedules should reflect the Utility Companies' proposed relocations.

Mr. Carmen Hunter	Artesian Water Company, Inc.	(302) 453-7153
Mr. David Beattie	City of Wilmington (Sanitary Sewer)	(302) 573-5515
Mr. Ted Waugh	Delmarva Power (Gas)	(302) 429-3706
Mr. Angel Collazo	Delmarva Power (Electric Distribution)	(302) 454-4370
Mr. George Zang	Verizon Delaware LLC	(302) 422-1238

6. The information shown in the Contract Documents, including this Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities locations, and timing has been compiled by the Preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State's Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in section 105.09 of the standard specifications.
7. In conjunction with bid preparation and prior to starting work, the State's Contractor shall confirm with all respective utility companies noted in this Utility Statement to have advance utility relocations that the advance relocations have in fact been accomplished as summarized herein.
8. As outlined in Chapter 3 of the DelDOT Utilities Manual, individual utility companies are responsible for obtaining all required permits from municipal, State and federal government agencies and railroads. This includes but is not limited to water quality permits/DNREC Water Quality Certification, DNREC Subaqueous Lands/Wetlands permits, DNREC Coastal Zone Consistency Certification, County Floodplain permits (New Castle County only), U.S. Coast Guard permits, US Army Corps 404 permits, sediment and erosion permits, and railroad crossing permits.

9. Individual utility companies are required to restore any areas disturbed in conjunction with their relocation work. If an area is disturbed by a utility company and is not properly restored, the Department may have the highway contractor perform the necessary restoration. Any additional costs incurred as a result will be forwarded to the utility company.

PREPARED AND RECOMMENDED BY:


Whitman, Requardt & Associates, LLP
Consulting Engineers

10/12/15
Date

APPROVED AS TO FORM:


Delaware Department of Transportation
Utility Coordinator

10/12/15
Date

BID PROPOSAL FORMS

CONTRACT

DOT1602-WILM ADMN DEMO

BIDDER: _____

BID FORM

**** ALL COLUMNS MUST BE COMPLETED AS INDICATED ****
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

Wilmington Admin Site Demolition

ITEM NO.	BUILDING NUMBER	SQUARE FEET	ITEM DESCRIPTION	TOTAL PRICE
01	2	12,675	Demolition of Building & Waste Disposal	\$ _____
02	12	8,115	Demolition of Building & Waste Disposal	\$ _____
03	8	36,843	Demolition of Building & Waste Disposal	\$ _____
04	5	4,440	Demolition of Building & Waste Disposal	\$ _____
05	6	3,543	Demolition of Building, Chimney Stack & Waste Disposal	\$ _____
TOTAL BID:				\$ _____

LIST OF BUILDING SUBCONTRACTORS

Contract No. DOT1602-WILM_ADMN_DEMO

In accordance with 29 Del. C. S6962(d)10a and 10b., a Pre-Bid Meeting will be held to select the subcontractor categories to be included in the bids for performing the work required for this contract.

This proposal is based on work to be performed by the Subcontractors listed below for the categories selected at the Pre-Bid Meeting.

A bid submitted in the name of an individual should list the individual names followed by T/A and the name of the company.

EXAMPLE: John Doe, T/A Doe Contracting Company

In accordance with Title 29, Subsection 6962(d)(10)b of the Delaware Code, a penalty of \$2,000.00 will be withheld from the successful bidder for each occurrence for the failure to utilize any or all of the Subcontractors set forth below:

<u>CATEGORIES</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS CITY AND STATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

THIS PAGE WILL BE REPLACED
IN AN ADDENDUM WITH A
LISTING OF CATEGORIES
FOLLOWING THE MANDATORY
PRE-BID MEETING.

CERTIFICATION
Contract No. DOT1602

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								
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: _____

=====



AFFIRMATION:

Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ **NO** _____ if yes, please explain _____

Sealed and dated this _____ day of _____ in the year of our Lord two thousand _____ (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 bound unto the **State** in the sum of _____

_____ Dollars (\$ _____), or _____ percent not to exceed _____

_____ Dollars (\$ _____) of amount of bid on

Contract No. DOT1602-WILM_ADMN_DEMO, to be paid to the **State** for the use and benefit of its Department of Transportation ("**DelDOT**") 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 **DelDOT** 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 **DelDOT**, 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