

INVITATION TO BID

Sealed bids for the Dump Road Site Improvements project in the Town of Clayton, Delaware will be received from qualified Bidders at the Town Hall, 414 Main Street, Clayton, Delaware 19938 until 2:00 p.m. local time on November 5, 2026 at which time they will be opened and read publicly.

The project is located at 141 Dump Road in the Town of Clayton, Kent County, Delaware. The work consists of the removal of approximately 822 square yards of hot-mix paving, the construction of a stone driveway, reinforced concrete washdown and dumpster pads, a containment curb at an existing sanitary manhole, cleaning and CCTV inspection of the existing storm sewer, and restoration of all surfaces disturbed by construction.

The Request for Quotations may be examined at:

Verdantas LLC
1060 South Governors Avenue, Suite 101
Dover, DE 19904

The Contract Documents and Addenda (but not the Bidding Package) may also be viewed and/or downloaded at no charge via the internet at the Verdantas Plans Room: <https://bids.verdantas.com>. The bidder shall be responsible to check for Addenda and obtain same from the web site.

An electronic file of the Bidding Package may be obtained upon payment of \$20.00 to Verdantas, LLC. Documents may be ordered by registering and paying online at <https://bids.verdantas.com>. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering or paying for the documents.

A non-mandatory pre-bid meeting will be held at the Town of Clayton - Town Hall, 414 Main Street, Clayton, DE at 10:00 a.m. local time on October 15, 2026.

The Town of Clayton reserves the right to waive any informalities and to reject any or all bids. Each Bidder must submit a bid security of not less than ten (10) percent of the bid amount, in a form and subject to the conditions provided in the Instructions to Bidders. No bid may be withdrawn within sixty (60) days after the actual date of the bid opening.

REQUEST FOR QUOTATIONS
DUMP ROAD SITE IMPROVEMENTS
FOR
THE TOWN OF CLAYTON
CLAYTON, DELAWARE
SEPTEMBER 29, 2026

I. GENERAL

- A. The Town of Clayton is requesting quotations from qualified bidders for furnishing all materials, labor and services required for the Dump Road Site Improvements project as depicted on the attached Drawings. The Drawings, dated September 29, 2026 are as follows:

<u>Sheet Number</u>	<u>Sheet Title</u>
G-01	Cover Sheet
C-01	Existing Conditions and Demolition Plan
C-02	Access Drive Plan
ES-01	E&S Cover
ES-02	E&S Plan
ES-03	E&S Details
ES-04	E&S Details
ES-05	E&S Details
ES-06	E&S Details

- B. It is the intent of this Request for Quotations to describe the Dump Road Site Improvements project. Any item of work that may reasonably be inferred as being required to produce the finished job for the intended purposes shall be supplied at no additional cost whether or not such incidental or related work is specifically called for herein.
- C. The Bidder is requested to provide a Lump Sum Bid, together with unit prices for the contingent items listed, for performing the work as shown on the Drawings and as described in this Request for Quotations.
- D. The Owner is the Town of Clayton, Delaware. The Owner's address is

Town of Clayton
414 Main Street, Clayton, Delaware 19938
Telephone: (302) 653-8419
- E. The Engineer is Verdantas LLC. The Engineer's address is

Verdantas LLC
1060 South Governors Avenue, Suite 101,
Dover, Delaware 19904
Telephone: (302) 674-9280
- F. The Contractor shall plan for and implement all necessary requirements to prevent damage to any existing underground utility including, but not limited to, the following:
1. To request from the office of each operator having a utility in the area, the location and other pertinent information regarding these utilities not less than two (2)

- working days but no more than ten (10) working days prior to the day of commencement of work in the area.
2. To inform each person employed by the Contractor at the site of such work of the information obtained regarding the location of utilities and other pertinent information.
 3. To report any break, leak, dent, gouge, groove, or other damage to the operator immediately.
 4. To alert immediately the occupants of the premises as to any emergency that the Contractor may create or discover
- G. The Contractor's attention is directed to the fact that the locations of existing utilities and other structures shown on the Drawings are approximate only. Prior to any construction activities, the Contractor shall have the utility company locate them or determine the location of the utilities. The Contractor shall take all necessary measures to protect utilities or arrange for relocation during construction. Any damage to utilities shall be repaired by the Contractor at his expense according to the requirements of the utility specifications. The following utilities are located in or adjacent to the construction site.
1. Electric Service – Town of Clayton
 2. Telephone Service - Verizon - DE
 3. Storm Drainage – Town of Clayton
 4. Water Service - Artesian Water Company
 5. Sewer System - Town of Clayton
- H. The Contractor shall indicate on the proposed schedule for construction any significant disruptions to the normal flow of traffic. The streets affected and the duration of the disruptions shall be indicated. The overall schedule for such disruptions, and any revisions, shall be approved in writing by the Engineer. The Contractor shall notify the Engineer at least 48-hours prior to any proposed disruption of traffic.
- I. The Contractor shall provide for and maintain ingress and egress to and from the properties abutting the construction project after working hours. Construction activities, which may temporarily interfere with property access, shall be coordinated in advance with the property owners.
- J. Any disruption of traffic shall be fully indicated by signs, barriers, and flagmen as approved by the Engineer and in full conformance with the specifications and requirements of the Delaware Department of Transportation.
- K. The requirements of the Delaware Department of Transportation (DelDOT) "Standard Specifications for Road and Bridge Construction," latest edition, and all subsequent addenda and supplemental specifications thereto, herein referred to as the Standard Specifications shall apply to all of the applicable work to be performed, except as modified or revised by these Contract Documents, which shall govern.
- L. The requirements of the Standard Specifications shall be as binding upon the performance of the work as if they were fully written out herein.
- M. The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within 90 calendar days.
- N. Only bids submitted by firms considered by the Owner to be qualified to successfully undertake and complete the project in a timely manner will be considered responsive.

- O. Each Bidder must be prepared to submit, within five (5) days of the Owner's request, written evidence to demonstrate Bidder's qualifications to satisfactorily undertake and complete the project. Such evidence shall include, but not be limited to, financial data, previous experience, evidence of authority to conduct business in the State of Delaware, availability of manpower, tools, plant, etc., to carry out the work in a timely fashion and the related qualifications and experience of subcontractors and suppliers proposed for significant portions of the work.
- P. The Contractor's insurance coverage shall not be less than the following limits:
1. General Liability - Bodily Injury - \$500,000/\$1,000,000
 2. General Liability - Property Damage - \$300,000/\$500,000
 3. General Liability - Personal Injury - \$500,000
 4. Automobile Liability - Bodily Injury - \$300,000/\$500,000
 5. Automobile Liability - Property Damage - \$300,000
 6. Worker's Compensation and Employer's Liability Statutory/\$100,000
- Q. The Contractor shall purchase and maintain property insurance upon the Project to the full insurable value thereof.
- R. At a minimum, the types of insurance and at least the minimum policy limits specified shall be maintained in a form and from insurers acceptable and as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business and issue the requisite line of insurance in the state where the project is located.
- S. Certificates of required insurance coverage shall be submitted by Contractor to the Owner before commencement of work hereunder. Certificates shall bear a certification that the coverage specified therein will not be amended, altered, modified, or cancelled without at least thirty (30) days written notice.
- T. The Town of Clayton and Verdantas LLC shall be an additional insured with waiver of subrogation under any insurance required of the Contractor as respects negligent acts or omissions of the Contractor and with regard to Workmen's Compensation insurance, injuries to persons employed by the Contractor who suffer injury or disease arising out of the performance of work.
- U. Contractor agrees to indemnify the Owner and to save it harmless against any and all loss, damages, claims, demands, and suits for personal injury or death or loss or damage to property incurred in the course of or as a result of the work performed pursuant to the Contract occurring after, including but not limited to, injury to or death of Contractor's employees resulting from the negligence of the Owner, its agents, servants, or employees.
- V. The bid forms and other documentation must be completed in their entirety. All entries shall be made in ink or typewritten. The bid prices of each item on the form must be stated in words and numerals and, in case of a conflict, the words shall take precedence.
- W. Bids by corporation must be executed in the corporate name by the President or other corporate officer having the necessary authority, and the corporate seal shall be affixed and attested to by the Secretary or an Assistant Secretary of the corporation. Bids by partnerships must be executed in the partnership name and signed by a Partner.
- X. The Bidder shall:
1. Provide an acknowledgment of receipt of all Addenda as provided on the bid form.

2. Include with the bid a fully executed Non-Collusion Certification as prescribed in the bidding document.
- Y. Partial payment for the work completed will be made on a periodic basis within thirty (30) days after the Owner receives an approved invoice. The Owner shall impose a 5% retainage on all invoices prior to final payment. Prior to submitting the first invoice, the Contractor shall submit a schedule of values, subject to the approval of the Engineer, allocating the lump sum price bid among the principal items of work, including Mobilization; partial payments will be based on the approved schedule of values. The Contractor may submit an invoice for final payment after the job is complete and accepted by the Owner. The approval and payment schedule for the final invoice shall be the same as for partial payment.

II. STONE DRIVEWAY

- A. The Contractor shall provide complete and in-place stone driveway construction of the necessary construction areas as shown on the Drawings and as required by the appropriate sections of the Contract Documents.
- B. Graded aggregate driveway course shall consist of graded aggregate base course, DelDOT Type B, constructed on a prepared subgrade in accordance with the Contract Documents and conforming in all respects with the lines, grades, thickness, and typical cross-section shown on the Drawings. The driveway shall be constructed to a compacted thickness of eight (8) inches. When the cross-section specifies a compacted thickness of five (5) inches or more, the aggregate course shall be constructed in two (2) layers of equal thickness, unless otherwise approved in writing by the Engineer. Each layer shall be compacted to not less than ninety-five percent (95%) of the maximum dry density as determined in accordance with ASTM D1557 (Modified Proctor).
- C. The typical driveway section shall be sixteen (16) feet in width with a two percent (2%) cross-slope as shown on the Drawings. Driveway shoulders shall be tied into existing grade at a maximum slope of 4:1 with topsoil, seed, and mulch as shown on the Drawings.
- D. Graded aggregate base course, DelDOT Type B, shall be as specified by the Standard Specifications. A geotextile separation fabric, ACF HSP2 or approved equivalent, shall be placed on the approved subgrade beneath the aggregate course in accordance with the manufacturer's specifications, as shown on the Drawings. No aggregate material shall be placed until the geotextile installation has been approved.
- E. No work shall be started on the Contract nor any material accepted until the proposed aggregate gradation has been approved. The Contractor shall submit a written proposal indicating the single definite percentage for each sieve fraction of aggregate which the Contractor chooses as the fixed mean in each instance. The approval of such gradation shall bind the Contractor to furnish aggregate not only within the master ranges, but also meeting the exact gradation thus established for the project.
- F. If an additional source of supply for materials is approved, the aggregate gradation will be readjusted to the satisfaction of the Engineer.
- G. The Contractor shall clear and grub the existing wooded area (approximately 700 square feet) and shall strip topsoil, organics, and soft or yielding unsuitable soil within the driveway limits prior to subgrade preparation, as shown on the Drawings. The subgrade shall be properly shaped and uniformly and thoroughly compacted in conformity with the lines and grades as shown on the Drawings and/or as established in the field before any aggregate material is placed. The subgrade shall consist of undisturbed earth and shall

be free from boulders, large rocks, muck, vegetation, or other materials that would prove detrimental to the driveway. Depressions that develop during the rolling shall be filled with suitable material and the subgrade shall be rolled until no depressions develop. In no case shall vehicles be allowed to travel in a single track and form ruts in the subgrade, and if any sharp irregularities are formed the subgrade shall be scarified and recompacted.

- H. Where excavation to the finished graded section results in a subgrade of unsuitable soil, the Engineer may require the Contractor to remove the unsuitable materials and backfill to the finished graded section with approved material. As determined by the Engineer, areas which become soft or spongy due to the Contractor's methods of operation shall be removed and/or repaired at the Contractor's expense. The Contractor shall conduct his operations in such a way that the Engineer can take the necessary cross-sectional measurements before the backfill is placed.
- I. When directed by the Engineer, test rolling shall be performed upon the prepared subgrade prior to the placement of any aggregate material.
- J. Test rolling shall be performed with self-propelled equipment, which shall be of the size, type, and weight that will reveal any soft, yielding, or spongy areas.
- K. If the test rolling shows the subgrade to be unstable, the Contractor shall scarify, disc, aerate, or add moisture and recompact the subgrade to the extent that when retested by the above methods it will be stable, the cost of which will be at the Contractor's expense.
- L. The subgrade must be maintained in such condition that it will drain. Prior to the formation of the final subgrade or of the cutting of any box section in which the aggregate course will be placed, all side ditches parallel to the center line of the driveway shall be cut to their plan gradient. Temporary ditches permitting drainage from box sections to side ditches shall be provided at intervals as required. All facilities necessary for complete drainage of the construction areas shall be provided and maintained by the Contractor.
- M. The graded aggregate driveway course as spread shall be well graded, have no pockets of fine material, and be so handled that there will be no segregation of fine or coarse particles. No aggregate material shall be spread on a frozen subgrade, nor shall more than 1,000 feet be spread in advance of rolling and filling, except by written permission by the Engineer. No materials shall be placed adjacent to structures until they have been set to the required grade and alignment.
- N. The graded aggregate driveway course shall be rolled with a self-propelled roller weighing not less than ten (10) tons or approved vibratory equipment may be used. The rolling shall begin at the edges of the courses and on the final course the outside wheel of the roller shall cover equal parts of the material and the shoulder. The roller shall run forward and backward along the edge until the shoulder and course material are bound together firmly. When the sides have been firmly rolled, the rolling shall progress gradually toward the center, parallel with the center line of the driveway, uniformly lapping each preceding track and covering thoroughly the entire surface with the rear wheel, and continuing until the entire surface does not creep nor wave ahead of the roller.
- O. The development of a spongy condition in the rolling process will justify either a discontinuance of the rolling for a period of time sufficient to permit the drying of the subgrade, or the complete removal of the aggregate course and a treatment of the subgrade, all of which will be done under the direction of the Engineer.

- P. After the aggregate material has been thoroughly rolled, it may be necessary to apply screenings gradually over the surface in such amounts as will completely fill the interstices of the rolled material. Immediately after the voids of each course have been filled with screenings, the aggregate material shall be sprinkled with an approved sprinkling device. The sprinkling and rolling shall be continued and additional screenings applied where necessary until the course material is well bonded and firmly set. The quantity of screenings and water necessary for each course shall be determined by the Engineer. At all times the rolling shall begin at the sides, overlapping the shoulders and progressing toward the center, thoroughly covering the entire surface with the rear wheels.
- Q. Should the subgrade become soft and mixed through the aggregate course material, the Contractor shall, without additional compensation, remove the material, reshape and compact the subgrade, and replace the materials removed with clean aggregate which shall be rolled, broomed, and filled until compacted satisfactorily and uniformly with the surrounding surface.
- R. The methods employed in performing the work and all equipment, tools, and machinery used in handling materials and executing any part of the work shall be subject to approval before the work is started and whenever found unsatisfactory, shall be changed or improved as required by the Engineer. All equipment, tools, and machinery used must be maintained in a satisfactory working condition.
- S. No aggregate material shall be placed until the subgrade has been approved. The subgrade shall be checked for grades by means of a string line, from grade stakes placed at intervals not to exceed fifty (50) feet. All subgrade must be approved before placing aggregate course material.
- T. The surface of the aggregate course shall be bladed to the cross-section as required by the Drawings. The finished surface shall not vary from that required on the plans by more than 1/2" when tested with a 10' straightedge applied to the surface parallel to the center line of the driveway and with a template cut to the cross-section of the driveway and applied in a transverse direction. The transverse template shall be equal in length to the full width of the driveway, except the template lengths may be limited to a 24' maximum. If the completed aggregate course is found to be 1/2" or more below the required thickness, or if any irregularity exceeding 1/2" develops during rolling, the coarse materials shall be loosened or scarified, material added, and the course recompacted at the Contractor's expense. Such portions of completed aggregate course which are defective, or which do not comply in all respects with the requirements of the Contract Documents, shall be taken up, removed, and replaced with suitable material, properly laid in accordance with the Contract Documents. The Contractor shall designate one employee whose duty it will be to perform the checking operation as required.
- U. Following final compaction and acceptance of the aggregate driveway course, topsoil, seed, and mulch shall be placed on all disturbed areas adjacent to the driveway and graded to tie into existing grade at a maximum slope of 4:1, as shown on the Drawings.

III. WASHDOWN AND DUMPSTER PADS

- A. The Contractor shall provide complete and in-place washdown pad and dumpster pad construction as shown on the Drawings and as required by the appropriate sections of the Contract Documents.
- B. The washdown pad and dumpster pad shall be constructed in accordance with the Washdown & Dumpster Pad Section detail shown on the Drawings and shall consist of

the following, from top to bottom: eight (8) inches of reinforced Portland cement concrete; six (6) inches of graded aggregate base course, DelDOT Type B; and a nonwoven geotextile placed on six (6) inches of recompacted existing granular fill.

- C. Portland cement concrete shall be 4,000 psi minimum compressive strength at 28 days, air-entrained, conforming to the applicable requirements of the Standard Specifications. Concrete shall be placed, finished, and cured in accordance with the Standard Specifications. The pads shall be reinforced with #4 bars at twelve (12) inches on center, each way, as shown on the Drawings, supported at mid-depth of the slab. The finished surface shall receive a medium broom finish. Sawn or tooled contraction joints shall be provided at a maximum spacing of twelve (12) feet each way and one-half (1/2) inch preformed expansion joint material shall be provided full depth at all structures and where shown on the Drawings. An ACI-certified concrete flatwork finisher shall be present on site during all concrete placement.
- D. Graded aggregate base course, Type B, shall be as specified by the Standard Specifications. The graded aggregate base course shall be placed, shaped, and compacted in accordance with the applicable requirements of Section II – Stone Driveway and conforming in all respects with the lines, grades, thickness, and typical cross-section shown on the Drawings.
- E. Geotextile shall be nonwoven Geotex 601 or approved equal. The geotextile shall be placed on the prepared subgrade and installed, lapped, and secured in accordance with the manufacturer's recommendations. Torn or punctured geotextile shall be repaired or replaced by the Contractor at no additional cost to the Owner. No aggregate material shall be placed until the geotextile installation has been approved.
- F. The subgrade shall consist of existing granular fill scarified and recompacted to a minimum depth of six (6) inches and shall be properly shaped and uniformly and thoroughly compacted in conformity with the lines and grades shown on the Drawings and/or as established in the field before the geotextile or any aggregate material is placed. The subgrade shall be free from boulders, large rocks, muck, vegetation, or other materials that would prove detrimental to the pads. Where excavation to the finished graded section results in a subgrade of unsuitable soil, the Engineer may require the Contractor to remove the unsuitable materials and backfill to the finished graded section with approved material.
- G. No work shall be started nor any material accepted until the proposed aggregate gradation and Portland cement concrete mix design have been submitted to and approved by the Engineer.
- H. The pads shall be graded to the elevations, dimensions, and cross-slopes shown on the Drawings so as to provide positive drainage. The finished surface of the concrete shall not vary from the required grade by more than 1/4 inch when tested with a 10-foot straightedge applied to the surface. Any portions of the completed work which are defective, or which do not comply in all respects with the requirements of the Contract Documents, shall be removed and replaced with suitable material at the Contractor's expense.
- I. Following final compaction and acceptance of the pads, topsoil, seed, and mulch shall be placed on all disturbed areas adjacent to the pads and graded to tie into existing grade, as shown on the Drawings.
- J. The Contractor shall construct a containment curb at the existing sanitary manhole located at the low corner of the washdown pad, complete and in place, in accordance with the containment curb plan and the Washdown & Dumpster Pad Section shown on

the Drawings and as specified herein. The curb shall be six (6) inches high by eight (8) inches wide, poured monolithically with the washdown pad slab with no cold joint permitted between the curb and the slab, wrapping the back side of the manhole and returning along each side to the dimensions shown on the Drawings. The curb shall be a modified curb detail based on DelDOT Standard Construction Detail C-1 and shall be constructed in accordance with Section 701 of the Standard Specifications, except as modified by the Contract Documents. The ends of the curb returns shall be tapered flush with the pad surface at a rate of 4:1.

- K. The curb shall be reinforced with two (2) continuous #4 bars tied to the pad slab reinforcement, and the pad slab reinforcement shall be carried through the curb line without interruption. The pad slab shall be thickened to twelve (12) inches beneath the curb line. A minimum of six (6) inches of graded aggregate base course, DelDOT Type B, shall be placed beneath the curb and thickened edge, extending six (6) inches beyond the back of curb.
- L. All new concrete shall be isolated from the existing manhole structure with one-half (1/2) inch preformed expansion joint material, placed to the full depth of the curb and slab, around the full perimeter of the structure, and sealed with bituminous joint sealant. Concrete shall not be placed in rigid contact with the existing manhole cone, riser, or frame. The pocket floor within the curb shall be graded at one (1) to two (2) percent, dished to the manhole rim, such that the rim is the low point of the pocket.
- M. The existing manhole frame shall be reset flush with the finished pocket floor in a full mortar or butyl bed and anchored to the reconstructed pocket floor. The Contractor shall furnish two (2) covers fitting a common frame seat: a heavy-duty grated receiving cover with removable grit basket for use during discharge operations, and a solid cover for all other times. The Contractor shall furnish and install a storage bracket at the pad edge, at a location approved by the Engineer, for storage of the cover not in use. Cut sheets for the frame, covers, grate, and grit basket shall be submitted to and approved by the Engineer prior to ordering.
- N. The Contractor shall verify the existing manhole rim elevation and the condition of the existing frame, cone, and riser prior to concrete placement and shall notify the Engineer of any conflicts or deteriorated components.

IV. SITE FINISHING AND RESTORATION

- A. The Contractor is to restore all areas, structures, pavements, facilities, and features to not less than the pre-existing conditions. Non-paved areas disturbed by the work are to be topsoiled, seeded, and mulched.
- B. The Contractor shall maintain the restoration work for a period of 12-months after final acceptance of the project at no additional cost to the Owner. The maintenance of the restoration shall include all labor, equipment, material, and supplies necessary, including regrading and additional topsoil, seeding, mulching, watering, and erosion protection.
- C. The Contractor shall provide, complete and in-place, topsoil to a depth of not less than 4 inches over the disturbed areas of the construction site and shall provide topsoiling, seeding, mulching, and chemical binding.
- D. Upon the completion of the restoration of surfaces, final cleaning shall be done within the limits of the project, and shall consist of completely cleaning the project of excess material, sweeping pavements and structures of dirt and rubbish, and the removal of any unused material which will mar the appearance of the project.

V. RELATED WORK

- A. Related work shall include, but not be limited to, such items as pavement removal, saw cutting, and cleaning and closed-circuit television (CCTV) inspection of the existing storm sewer.
- B. The work to be done, hereunder, includes the furnishing of all labor, materials, transportation, tools, supplies, plant, equipment, and appurtenances necessary for the completion of these items of work as specifically indicated.
- C. Pavement and graded aggregate removal under this section shall be performed without disturbance of adjacent pavement, utilities, or structures to remain. The exposed subgrade shall be protected from rutting and saturation, and any damage to the subgrade caused by the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer without additional compensation.
- D. Pavement removal shall be accomplished by the making of saw cuts as shown on the Drawings and required by this Request for Quotations to allow for removal of pavement material without damage to adjacent paving.
- E. Removed pavement material shall be disposed of in an approved manner and to a location approved by the Engineer.
- F. The saw cutting equipment used shall consist of a wheel-mounted, motor-driven circular cutter mounted on a sturdy frame with necessary controls and accessories. The saw cutting machine proposed for this work shall be approved by the Engineer prior to the start of the saw cutting. The depth of the saw cut shall be a minimum of 3-inches.
- G. Storm Sewer Cleaning and CCTV Inspection. The Contractor shall clean and perform a closed-circuit television (CCTV) inspection of all existing storm sewer pipes within the project limits, including the existing 24-inch RCP storm sewer, the existing twin 24-inch CMP storm sewers, and the 6-inch, 8-inch, and 12-inch PVC storm drains and their associated grate inlets, from structure to structure and from inlet to outfall.
- H. Prior to inspection, the Contractor shall remove all sediment, debris, roots, and obstructions from the pipes and structures by hydraulic jetting or other means approved by the Engineer so that the full pipe circumference is visible to the camera. Removed material shall be captured, dewatered, and disposed of off-site in an approved manner; no material shall be flushed downstream or discharged to the receiving channel.
- I. CCTV inspection shall be performed after cleaning by a NASSCO-certified operator in accordance with the NASSCO Pipeline Assessment Certification Program (PACP). The inspection shall record, at a minimum: pipe size and material, structure-to-structure length, location and description of all defects and observations (cracks, fractures, holes, joint separations, corrosion or invert loss in the CMP, deflection, infiltration, offset joints, sags, and root intrusion) with distance from the launch structure, and a still image of each defect. Video shall be continuous, in color, with a clear on-screen distance counter, and the camera shall be stopped and panned at each joint and defect.
- J. Within five (5) working days of completing the inspection, the Contractor shall submit to the Engineer the video files in a common digital format (MP4 or equivalent) on a USB drive or via approved electronic transfer, together with PACP inspection reports and a plan sketch identifying each pipe run inspected. The Engineer will review the inspection to determine whether pipe or structure repairs are required.

- K. Pipe or structure repairs identified by the CCTV inspection are not included in the lump sum price bid for Site Improvements. Any such repairs will be performed only as directed by the Engineer in writing and will be paid for under the Contingent Items for Storm Sewer Point Repair and Remove and Replace 24" CMP Storm Sewer, or by a negotiated change order where those items do not apply. The Contractor shall not proceed with any repairs without written authorization.
- L. The cost of storm sewer cleaning, CCTV inspection, reporting, and disposal of removed material shall be included in the lump sum price bid for Site Improvements. No separate measurement or payment will be made for this work.

VI. MEASUREMENT AND PAYMENT

General

- A. All work shown on the Drawings and described in this Request for Quotations is to be paid for under the bid items listed on the proposal forms. The absence from the proposal form of a bid item specifically describing work shown on the Drawings or required by this Request for Quotations means that the cost of any such work shall be included in the lump sum price bid for Site Improvements. The work is bid on a lump sum basis; unit prices apply only to the items of Contingent Work listed on the bid form.
- B. Payment for the materials furnished and the work under the Request for Quotations, will be made at the lump sum price bid for Site Improvements, based on the percentage of the work completed as determined by the Engineer, and at the unit prices bid for Contingent Work actually authorized in writing by the Engineer and performed, in accordance with the actual measurements of that Contingent Work.
- C. The Contractor shall not proceed with any quantities of work beyond that specifically shown on the Drawings or specifically described in this Request for Quotations without the written authorization of the Engineer. Any such work undertaken without authorization shall be subject to exclusion from measurement for payment under the terms of this Request for Quotations at the discretion of the Owner.
- D. Contingent Work performed under the Contract shall be measured by the Engineer according to United States standard measure; the lump sum work will not be measured for payment. The method of measurement and computations to be used in the determination of quantities of materials furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practices.
- E. All material that is to be measured by weight shall have a weight ticket signed by an approved certified weighmaster and shall be presented to the Engineer when received on the job site.
- F. When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Mobilization

- A. Mobilization shall consist of initiating the Contract, and may include such portions of the following as are required at the beginning of the project: setting up the Contractor's general plant, field offices, project signs, shops, storage areas, sanitary and other facilities as required by the specifications, by local or state law, or by regulation, providing access to the site, obtaining necessary permits and licenses, payment of fees, protecting existing materials and providing required insurance and bonds.
- B. Payment for Mobilization will be made based upon the value designated for Mobilization in the Contractor's approved schedule of values, which value shall include full payment for this item as described. The provisions for payment for this item supersede any provisions elsewhere in the specifications for including the costs of these initial services and facilities in the various items scheduled in the bid.
- C. The value designated for Mobilization, less retainage, shall be payable to the Contractor in accordance with the following schedule:
 - a. Fifty percent (50%) of the value designated for Mobilization shall be payable to the Contractor upon his successful completion of five percent (5%) of the awarded contract work. For purposes of this item, five percent (5%) of the work shall be considered completed when the total of payments earned, exclusive of the amount done, shall exceed five percent (5%) of the total price bid for the awarded contract.
 - b. The remaining fifty percent (50%) of the value designated for Mobilization shall be payable to the Contractor in two (2) increments of twenty-five percent (25%) each. Each of the increments shall be payable to the Contractor upon his successful completion of forty percent (40%) and seventy percent (70%) of the awarded contract work. Percent completion of the awarded contract work shall be completed as defined previously.
 - c. The value designated for Mobilization shall not exceed five percent (5%) of the total price bid for the awarded contract.

Saw Cutting

- A. The cost of all saw cutting required for the removal of the existing pavement and for the tie-in to the existing paving at Dump Road shall be included in the lump sum price bid for Site Improvements. No separate measurement or payment will be made for saw cutting.

Site Improvements

- A. The lump sum price bid for Site Improvements shall include all labor, materials, tools, equipment, hauling, and incidentals necessary for the complete construction of the work shown on the Drawings and described in this Request for Quotations, including, but not limited to: the removal and disposal of the existing asphalt paving and graded aggregate; saw cutting; clearing and grubbing; construction of the stone driveway; construction of the washdown pad and dumpster pad; construction of the containment curb and manhole appurtenances at the existing sanitary manhole, including the grated receiving cover, solid cover, grit basket, and cover storage bracket; the filling and grading of existing depressions with select borrow as shown on the Drawings; the regrading of the drainage areas and the cleaning and CCTV inspection of the existing storm sewer pipes and structures, including submittal of the inspection video and reports; erosion and sediment control, including riprap outlet protection and permanent stabilization; and topsoil, seed, mulch, and restoration of all disturbed areas.

- B. No separate measurement for payment will be made for the individual items of work included in the lump sum price bid for Site Improvements, except for those items for which separate payment items have been established on the bid form.
- C. Payment for Site Improvements will be made at the lump sum price bid for the item, which price shall include full payment for all work as described. Partial payments will be based on the percentage of the work completed, as determined by the Engineer.

Contingent Work

- A. Items of contingent work included herein are those for which the requirement of approximate quantity cannot be determined in advance of construction. The items are included solely for the purpose of establishing a unit price and method of measurement in the event any or all of the items are required. There is no guarantee, expressed or implied, that any items of Contingent Work will be authorized.
- B. In the event any Contingent Work unit prices are considered by the Owner to be unbalanced or excessive, the Owner reserves the right to negotiate lower, mutually agreeable unit prices for any or all items of Contingent Work.
- C. The Contractor shall not be paid under the terms and conditions of this subdivision for work performed to replace defective work, work done without the required authorization, and work which is beyond the dimensions shown on the Drawings or properly authorized.
- D. No payment will be made under the provisions of this subdivision for work which is required to be included under other payment items by this Request for Quotations.

Select Borrow

- A. The unit price for Select Borrow shall include furnishing, placing, and compacting Borrow for the removal and replacement of unsuitable subgrade material, when directed in writing by the Engineer. Select Borrow required to fill the existing depressions shown on the Drawings is included in the lump sum price bid for Site Improvements and will not be measured for payment under this item.
- B. Measurement for Select Borrow will be calculated by multiplying the width times the depth, times the length of backfill authorized in writing by the Engineer.
- C. Payment for Select Borrow shall be at the unit price bid per cubic yard.

Concrete

- A. Concrete includes furnishing and placing Portland cement concrete, 4,000 psi minimum, for miscellaneous work beyond that shown on the Drawings, such as additional pad or curb area, thickened edges, or encasement, when directed by the Engineer in writing. It does not include concrete for the washdown pad, dumpster pad, or containment curb shown on the Drawings.
- B. Measurement for Concrete shall be determined by the actual number of cubic yards authorized in writing by the Engineer.
- C. Payment for Concrete shall be made at the unit price bid per cubic yard.

Storm Sewer Point Repair

- A. Storm Sewer Point Repair includes excavation, dewatering, removal and disposal of the defective pipe section, furnishing and installing up to eight (8) linear feet of replacement pipe of the same diameter and of a material approved by the Engineer, couplings or connections to the existing pipe, bedding, backfill, compaction, and restoration of the surface, at a location identified by the CCTV inspection and authorized by the Engineer in writing.
- B. Measurement for Storm Sewer Point Repair shall be by the number of individual repairs authorized in writing by the Engineer and completed.
- C. Payment for Storm Sewer Point Repair shall be made at the unit price bid per each.

Remove and Replace 24" CMP Storm Sewer

- A. Remove and Replace 24" CMP Storm Sewer includes excavation, dewatering, removal and disposal of existing 24-inch CMP storm sewer pipe, furnishing and installing new 24-inch pipe of a material approved by the Engineer (RCP or HDPE), connections to existing structures or pipe, bedding, backfill, compaction, and restoration of the surface, where directed by the Engineer in writing following review of the CCTV inspection.
- B. Measurement for Remove and Replace 24" CMP Storm Sewer shall be by the linear foot of pipe removed and replaced, measured along the pipe centerline, as authorized in writing by the Engineer.
- C. Payment for Remove and Replace 24" CMP Storm Sewer shall be made at the unit price bid per linear foot.

VII. QUOTATIONS

- A. The Contractor shall submit a firm lump sum price, together with unit prices for the contingent items listed, for the complete work of the project on the attached forms to:

Mayor and Council
Town of Clayton
414 Main Street
Clayton, DE 19938
- B. Quotations shall be held valid for at least 60 days from the actual date of the bid opening.
- C. Quotations shall be firm, fixed priced bids for the work, based on the nominal time requirements stated in the project specifications. No price escalation or contingency considerations other than those identified in the bid form will be allowed.
- D. Quotations shall include all equipment and overtime required to complete the work in the prescribed time.
- E. The Owner reserves the right to reject any and all bids, waive any and all informalities in the bidding, and reserves the right to disregard all non-conforming conditional bids or counterproposals. Bids will be compared on the basis of the Total Bid (Base Bid lump sum plus the extended amounts of Contingent Items 1 through 4); the Contingent Item quantities are estimates for bid comparison only and do not guarantee that any Contingent Work will be authorized. If a contract is to be awarded, it will be awarded to the lowest responsible

bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the project.

- F. Quotations shall be submitted as indicated above and shall be received no later than 2:00 P.M., November 5, 2026. Submittals received after the indicated time may be rejected.
- G. The Bidding Package, consisting of the bid forms and other required documents, shall be placed in an opaque sealed envelope. The envelope shall be marked in the upper lefthand corner with the name and address of the Bidder. The envelope shall be marked in the lower lefthand corner as follows: "Dump Road Site Improvements - Town of Clayton, Delaware".
- H. The bids will be opened and the bid amounts will be publicly announced.
- I. No Bidder may withdraw a bid within sixty (60) days after the actual day of the bid opening.
- J. The Owner, with the assistance of the Engineer, will evaluate the bids, the qualifications of the Bidders, the qualifications and experience of the subcontractors, and the qualifications and capabilities of suppliers. The Owner will conduct such investigations as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any Bidder deemed unqualified, as being non-responsive to the Request for Quotations.
- K. If a contract is to be awarded, the Owner will give the apparent successful Bidder a Notice of Award within sixty (60) days after the day of the bid opening. Should there be reasons why a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

END OF REQUEST FOR QUOTATIONS