



**VANDEMARK
& LYNCH, INC.**
ENGINEERS • PLANNERS • SURVEYORS

April 10, 2019

4305 MILLER ROAD
WILMINGTON, DE 19802-1901
(302) 764-7635 FAX (302) 764-4170
www.vandemarklynch.com

Project No. 18012.92

Mr. John S. Giles, Jr.
Town Manager
TOWN OF ELSMERE
11 Poplar Avenue
Elsmere, Delaware 19805

RE: 2019 Street Improvement Program

Dear Mr. Giles:

We have reviewed the three (3) bids submitted for the 2019 Street Improvement Program, and have attached the bid tabulation sheet.

There are two apparent low bidders, depending on whether the add-alternate is awarded. Cirillo Brothers was the apparent low bidder for the base scope, with a bid price of \$117,045.00. Harmony Construction was the apparent low bidder for the base scope plus the add alternate, with a total bid price of \$182,094.25. We are satisfied that both Cirillo Brothers and Harmony Construction are qualified to satisfactorily complete the work described in the contract documents, and both companies have successfully completed projects for the Town of Elsmere previously. The bid from Harmony did contain an omission. The bid did not acknowledge the receipt of addendum #1. An email from Harmony, dated April 5, 2019, acknowledged receipt of the addendum.

As such, we recommend that Town Council award the construction contract to Cirillo Brothers if only the base scope is selected, or award the project to Harmony Construction if both the base scope and add alternate are selected.

If you have any questions or concerns, please let me know.

Sincerely,
VANDEMARK & LYNCH, INC.

Stephen H. Rosenfeld, P.E.

Enclosure

TOWN OF ELSMERE
2019 Street Improvement Program
 April 10, 2019
 BID TABULATION

		Bidder #1		Bidder #2		Bidder #3		
		Harmony Construction, Inc. 305 West Newport Gap Pike Wilmington, DE 19804		Cirillo Brothers 761 Grantham Lane New Castle, DE 19720		Paoli Services, Inc. 400A B&O Lane Wilmington, DE 19804		
Base Scope:	Description	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Bituminous Concrete Pavement Type C	360 tons	\$ 95.00	\$ 34,200.00	\$ 98.60	\$ 35,496.00	\$ 121.98	\$ 43,912.80
2	Pavement Milling	4,660 sy-in	\$ 2.55	\$ 11,883.00	\$ 2.00	\$ 9,320.00	\$ 2.35	\$ 10,951.00
3A	Pavement Patching - Four Inch Depth	285 SY	\$ 26.75	\$ 7,623.75	\$ 30.00	\$ 8,550.00	\$ 60.45	\$ 17,228.25
3B	Pavement Patching - Full Depth	430 SY	\$ 81.25	\$ 34,937.50	\$ 55.30	\$ 23,779.00	\$ 76.87	\$ 33,054.10
4	Remove and Dispose Railroad Ties	1 LS	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 12,500.00	\$ 12,500.00
5	PCC Concrete Integral Curb and Gutter (Type 2)	200 LF	\$ 48.75	\$ 9,750.00	\$ 58.00	\$ 11,600.00	\$ 57.50	\$ 11,500.00
6	Concrete Driveway Aprons	100 SF	\$ 28.75	\$ 2,875.00	\$ 33.00	\$ 3,300.00	\$ 27.00	\$ 2,700.00
7	Topsoil Seed and Mulch	1 LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,700.00	\$ 2,700.00
				BASE SCOPE TOTAL	\$ 126,269.25	\$ 117,045.00	\$ 134,546.15	
Add-Alternate	Description	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
3A	Pavement Patching - Four Inch Depth	400 SY	\$ 26.75	\$ 10,700.00	\$ 30.00	\$ 12,000.00	\$ 60.45	\$ 24,180.00
5	PCC Integral Curb and Gutter (Type 2)	1,500 LF	\$ 25.75	\$ 38,625.00	\$ 37.50	\$ 56,250.00	\$ 57.50	\$ 86,250.00
7	Topsoil, Seeding, and Mulch	1 LS	\$ 6,500.00	\$ 6,500.00	\$ 6,700.00	\$ 6,700.00	\$ 11,070.00	\$ 11,070.00
				ADD ALTERNATE TOTAL	\$ 55,825.00	\$ 74,950.00	\$ 121,500.00	
				TOTAL BASE SCOPE AND ADD ALTERNATE	\$ 182,094.25	\$ 191,995.00	\$ 256,046.15	

Diana Reed

From: John Giles
Sent: Thursday, April 11, 2019 1:31 PM
To: Diana Reed
Subject: FW: 2019 Street Program

John S. Giles Jr.
Town Manager
Town of Elsmere
11 Poplar Avenue
Elsmere, DE 19805
Phone: (302) 998-2215
Fax: (302) 998-9920

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From: Steve Rosenfeld <srosenfeld@vdleng.com>
Sent: Wednesday, April 10, 2019 4:37 PM
To: John Giles <jgiles@townofelsmere.com>
Cc: Stephan Lehm, P.E., P.L.S. <slehm@vdleng.com>
Subject: 2019 Street Program

John:

Since Harmony Construction may be awarded the construction contract for the 2019 Street Improvement Program, I wanted to disclose to you that William Q. Saienni, III, the president of Harmony Construction, is the son-in-law of the president of VanDemark & Lynch, Stephan Lehm.

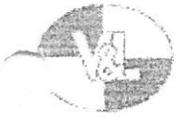
We do not believe that this relationship will hinder our ability to best represent the interests of the Town of Elsmere nor cause us to treat Harmony Construction any more or less favorably than we would a similarly qualified contractor.

It is our professional duty to disclose any potential conflicts of interest, and we can discuss this matter further with you if you desire.

Please note that we provided a similar disclosure in 2012 when Harmony Construction was awarded the contract for that year's street improvement program.

Thanks,
teve

STEPHEN H. ROSENFELD, P.E.



**VANDEMARK
& LYNCH, INC.**
ENGINEERS • PLANNERS • SURVEYORS

4305 Miller Road
Wilmington, DE 19802
302.764.7635x111

Note my new email address: srosenfeld@vdleng.com

PROPOSAL AND SCHEDULE OF PRICES – PAGE 1 OF 5

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

PROJECT NAME: **TOWN OF ELSMERE
2019 STREET IMPROVEMENT PROGRAM**

Bid Opening: Date: **April 10, 2019**
Time: **12:00 PM**

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

Location of Proposed Work: Junction Street within the Town of Elsmere, New Castle County,
Delaware

Contract Time: **45** Calendar Days

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

Bid Security: **REQUIRED**

Performance & Payment Bond: **REQUIRED**

Retainage: **REQUIRED**

PROPOSAL AND SCHEDULE OF PRICES – PAGE 2 OF 5

The undersigned bidder has carefully examined the site of the proposed work, Standard Specifications, General and Special Provisions, Drawings and Addenda, if any, forming a part of this contract designated as **TOWN OF ELSMERE – 2019 STREET IMPROVEMENT PROGRAM**. Upon notice of award by the Town, the Bidder agrees to execute a contract within 10 calendar days which shall incorporate said plans and specifications, and further, upon notice to proceed shall, at his own cost and expense, furnish the materials, supplies, machinery, equipment, tools, labor, supervision, insurance, any other accessories and services needed to complete said work either with his own organization or subcontractors. The work shall be completed to the satisfaction of the Town of Elsmere in accordance with the plans, specifications and terms of the contract for the Unit Prices price listed below.

Addendum Number(s) 1 have been considered.

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

For Individuals and Partnerships:

Signature

ATTEST: (seal)

Company Name: _____

Signature: _____

Address: _____

Name: _____

Title: _____

For Corporations:

John Sain
Signature of Officer & Title

(seal)

ATTEST: (seal)

Corporation: Harmony Construction Inc

Signature: Carolyn Hamby

Address: 305 W. Newport Pike

Name: Carolyn Hamby

Wilmington, DE 19804

Title: secretary

PROPOSAL AND SCHEDULE OF PRICES – PAGE 3 OF 5

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

TOWN OF ELSMERE

Accepted on: 04/25/19
(date)

By: [Signature]
(signature)

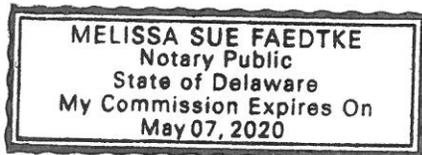
Town Manager
(title)

ATTEST:

[Signature]
(Witness)

Administrative Assistant
(Title)

SEAL Melissa Faedtke
(date)



PROPOSAL AND SCHEDULE OF PRICES - PAGE 4 OF 5

ITEM NO.	PROPOSAL QUANTITY	ITEM DESCRIPTION AND UNIT PRICE (WRITTEN IN WORDS)	UNIT PRICE (DOLLARS)	EXTENDED AMOUNT
1	360 TONS	BITUMINOUS CONCRETE PAVEMENT, TYPE C <u>Ninety Five Dollars</u> DOLLARS PER TON	\$ 95.00	\$ 34,200.00
2	4,660 SY-IN	PAVEMENT MILLING <u>Two and 55/100 - Dollars</u> DOLLARS PER SY-IN	\$ 2.55	\$ 11,883.00
3A	285 SY	PAVEMENT PATCHING - FOUR INCH DEPTH <u>Twenty Six and 75/100 Dollars</u> DOLLARS PER SQUARE YARD	\$ 26.75	\$ 7,623.75
3B	430 SY	PAVEMENT PATCHING - FULL DEPTH <u>Eighty One and 25/100 Dollars</u> DOLLARS PER SQUARE YARD	\$ 81.25	\$ 34,937.50
4	LUMP SUM	REMOVE AND DISPOSE OF RAILROAD TIES <u>Twenty Two Thousand Five Hundred Dollars</u> LUMP SUM	\$ 22,500.00	\$ 22,500.00
5	200 LF	PORTLAND CEMENT CONCRETE INTEGRAL CURB AND GUTTER (TYPE 2) <u>Forty Eight and 75/100</u> DOLLARS PER LINEAR FOOT	\$ 48.75	\$ 9,750.00
6	100 SF	CONCRETE DRIVEWAY APRONS <u>Twenty Eight and 75/100</u> DOLLARS PER SQUARE FOOT	\$ 28.75	\$ 2,875.00

PROPOSAL AND SCHEDULE OF PRICES - PAGE 5 OF 5

ITEM NO.	PROPOSAL QUANTITY	ITEM DESCRIPTION AND UNIT PRICE (WRITTEN IN WORDS)	UNIT PRICE (DOLLARS)	EXTENDED AMOUNT
7	LUMP SUM	TOPSOIL, SEED AND MULCH <u>Two thousand five hundred</u> Dollars	\$ 2,500.00	\$ 2,500.00
BASE BID		<u>One hundred Twenty six thousand</u> <u>Two hundred sixty nine and ²⁵/₁₀₀</u> Dollars	\$ <u>126,269.25</u>	

ADD ALTERNATE

ITEM NO.	PROPOSAL QUANTITY	ITEM DESCRIPTION AND UNIT PRICE (WRITTEN IN WORDS)	UNIT PRICE (DOLLARS)	EXTENDED AMOUNT
3A	400 SY	PAVEMENT PATCHING - FOUR INCH DEPTH <u>Twenty six and ⁷⁵/₁₀₀</u> Dollars	\$ 26.75	\$ 10,700.-
5	1,500 LF	PORTLAND CEMENT CONCRETE INTEGRAL CURB AND GUTTER (TYPE 2) <u>Twenty five and ⁷⁵/₁₀₀</u> Dollars	\$ 25.75	\$ 38,625.-
7	LUMP SUM	TOPSOIL, SEED AND MULCH <u>Six thousand five hundred</u> Dollars	\$ 6,500.00	\$ 6,500.00
ADD ALTERNATE		<u>Fifty five thousand Eight</u> <u>Hundred and ⁰⁰/₁₀₀</u> Dollars	\$ <u>55,825.00</u>	



Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____

Harmony Construction, Inc. _____

as Principal, and Allegheny Casualty Company _____, a corporation of the State of NJ _____, as Surety, are hereby held and firmly bound unto

Town of Elsmere _____

in the penal sum of Ten Percent of Amount Bid (\$ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 10th day of April, 2019

The condition of the above obligation is such that whereas the Principal has submitted a certain bid, to enter into a contract in writing for

Town of Elsmere - 2019 Street Improvement Program _____

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver an acceptable form of contract, and shall furnish a bond for the faithful performance of said Contract, and for the payment of the persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of:

Harmony Construction, Inc.

ATTEST: Cecily Hamley

By: Arby Saw
Principal

ATTEST: James B. Jicks

Allegheny Casualty Company

Bid Bond Date April 10, 2019

By: Jessica J. Bentley
Jessica J. Bentley Attorney-in-Fact

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # _____ Bid Bond _____

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

FRANCIS MCGINLEY, LISA M. HABERMEHL, DONALD L. ROBERTS JR., JESSICA J. BENTLEY, LAURA L. BROWN
Blue Bell, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 10, 2019



**VANDEMARK
& LYNCH, INC.**
ENGINEERS • PLANNERS • SURVEYORS

July 22, 2019

4305 MILLER ROAD
WILMINGTON, DE 19802-1901
(302) 764-7635 FAX (302) 764-4170
www.vdleng.com

V&L Project No. 18012.92

Mr. John S. Giles, Jr.
Town Manager
TOWN OF ELSMERE
11 Poplar Avenue
Elsmere, Delaware 19805

RE: 2019 Street Improvement Program

Dear Mr. Giles:

Enclosed, for your review and processing, is an invoice from Harmony Construction for work completed for the 2019 Street Improvement Program.

VanDemark & Lynch has reviewed the submitted payment application and finds that it accurately represents the quantity of work completed on the project. As such, we recommend the Town of Elsmere approve this payment application for the amount of \$180,382.91. Note that the payment application reflects the required 5% retainage.

The project was substantially completed as of the date of this application - July 11, 2019. A final inspection will be held on or around January 11, 2020.

The total construction cost is \$7,782.50 (4.3%) above the original contract amount, mostly due to increased patching quantities and additional asphalt overlay as detailed in my email of July 12, 2019. Prior to release of the retainage, we will prepare a final change order adjusting the contract quantities to reflect the quantity of materials installed.

If you have any questions or require additional information, please call.

Sincerely,
VANDEMARK & LYNCH, INC.

Stephen H. Rosenfeld, P.E.

cc: Quint Saienni, Harmony Construction

RECEIVED
JUL 23 2019

BY: msl



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: TOWN OF ELSMERE
11 POPLAR AVE
ELSMERE, DE 19805

FROM CONTRACTOR: HARMONY CONSTRUCTION, INC.
305 W NEWPORT PIKE
WILMINGTON, DE 19804

PROJECT: 2019 STREET IMPROVEMENTS

APPLICATION NO: # 1

PERIOD TO: 07/11/19

CONTRACT FOR: CONTRACTOR ARCHITECT

CONTRACT DATE: CONTRACTOR FIELD

PROJECT NOS: / / OTHER

Distribution to: OWNER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 182,094.25
2. Net change by Change Orders \$ 2,312.50
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 184,406.75
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 189,876.75
5. RETAINAGE:
 - a. 5 % of Completed Work (Column D + E on G703) \$ 9,493.84
 - b. % of Stored Material (Column F on G703) \$
6. TOTAL EARNED LESS RETAINAGE \$ 180,382.91
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 180,382.91
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 9,493.84
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 31,324.00	\$ 29,011.50
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 31,324.00	\$ 29,011.50
NET CHANGES by Change Order	\$ 2,312.50	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Harmony Construction, Inc.

By: *Caroline Hamby* Date: 7/16/19

State of: Delaware

County of: New Castle

Subscribed and sworn to before

me this 10th day of July

Notary Public: *[Signature]*

My Commission expires: 11/14/19

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ITEM	Description of work	Contract				WORK COMPLETED			TOTAL	%	BALANCE TO FINISH
		Qty	Unit Price	\$	complete	PREVIOUS	THIS PERIOD	STORED MAT'L			
1	BITUMINOUS CONCRETE PAV'T TY "C"	360.00	95.00	\$ 34,200.00	453.00	\$	43,035.00	\$	43,035.00	126%	\$ -
2	PAVEMENT MILLING	4660.00	2.55	\$ 11,883.00	4,660.00	\$	11,883.00	\$	11,883.00	100%	\$ -
3A	PAV'T PATCHING - 4" DEPTH	285.00	26.75	\$ 7,623.75	252.00	\$	6,741.00	\$	6,741.00	88%	\$ -
3B	PAV'T PATCHING - FULL DEPTH	430.00	81.25	\$ 34,937.50	494.00	\$	40,137.50	\$	40,137.50	115%	\$ -
4	REM & DISPOSE OF RR TIES	1.00	22500.00	\$ 22,500.00	-	\$	-	\$	-	0%	\$ -
5	PCC CONCRETE INTEGRAL CURB & GTR	200.00	48.75	\$ 9,750.00	200.00	\$	9,750.00	\$	9,750.00	100%	\$ -
6	CONCRETE DRIVEWAY APRONS	100.00	28.75	\$ 2,875.00	157.00	\$	4,513.75	\$	4,513.75	157%	\$ -
7	TOPSOIL, SEED & MULCH	1.00	2500.00	\$ 2,500.00	1.00	\$	2,500.00	\$	2,500.00	100%	\$ -
	SUBTOTAL BASE CONTRACT			\$126,269.25		\$	118,560.25	\$	118,560.25	94%	\$ -

ADD- ALTERNATE

ITEM	Description of work	Contract				WORK COMPLETED			TOTAL	%	BALANCE TO FINISH
		Qty	Unit Price	\$	complete	PREVIOUS	THIS PERIOD	STORED MAT'L			
3A	PAV'T PATCHING - 4" DEPTH	400.00	26.75	\$ 10,700.00	256.00	\$	6,848.00	\$	6,848.00	64%	\$ -
5	PCC CONCRETE INTEGRAL CURB & GTR	1500.00	25.75	\$ 38,625.00	1,431.00	\$	36,848.25	\$	36,848.25	95%	\$ -
7	TOPSOIL, SEED & MULCH	1.00	6500.00	\$ 6,500.00	1.00	\$	6,500.00	\$	6,500.00	100%	\$ -
	SUBTOTAL - ADD ALTERNATE			\$ 55,825.00		\$	50,196.25	\$	50,196.25	90%	\$ -

CHANGE ORDER

ITEM	Description of work	Contract				WORK COMPLETED			TOTAL	%	BALANCE TO FINISH
		Qty	Unit Price	\$	complete	PREVIOUS	THIS PERIOD	STORED MAT'L			
	FABRIC / STONE @ FULL DEPTH PATCH AREA	1.00	19235.25	\$ 19,235.25	1.00	\$	19,235.25	\$	19,235.25	100%	\$ -
	ADDITIONAL UNDERCUT	15.00	65.00	\$ 975.00	29.00	\$	1,885.00	\$	1,885.00	193%	\$ 0
	SUBTOTAL - CHANGE ORDER			\$ 20,210.25		\$	21,120.25	\$	21,120.25	105%	\$ -
	PROJECT TOTAL			\$202,304.50		\$	189,876.75	\$	189,876.75	2.88	\$ -

**TOWN OF ELSMERE
11 POPLAR AVENUE
ELSMERE, DE 19805**

CONTRACT MODIFICATION NO. 1

For: 2019 Street Improvement Program n/a
(Name of Project) (Contract No.)

To: Harmony Construction 305 West Newport Gap Pike
(Name of Contractor) (Address)

Wilmington, DE 19804

Description of Modification:

1. Adjust quantities to 7 contract items to reflect installed quantities and updated estimates
2. Include a lump sum fee to:
 - a) mill, excavate, supply and place geotechnical fabric, supply and place minimum 6-inches of stone and 4-inches of bituminous base course to replace an approximately 120' long by 12' wide patch.
 - b) mill, excavate, supply and place geotechnical fabric, supply and place minimum 6-inches of stone and 4-inches of bituminous base course to replace an approximately 83 SY patch
3. Undercut excavation, measured per ton of stone placed, with unit price including excavation and disposal of unsuitable soil and supplying and backfilling with open graded stone and geotextile fabric (Mirafi 600X). \$65.00 per ton.

ITEM NO.	DESCRIPTION	BID QUANTITY	INSTALLED / ESTIMATED QUANTITY	CHANGE IN QUANTITY	UNIT PRICE	INCREASE IN CONTRACT AMOUNT	DECREASE IN CONTRACT AMOUNT
Base Scope							
1	Bituminous Concrete Pavement (Tons)	360	405	45	\$ 95.00	\$ 4,275.00	
3A	Pavement Patching - 4" Depth (SY)	285	252	-33	\$ 26.75		\$ 882.75
3B	Pavement Patching - Full Depth (SY)	430	494	64	\$ 81.25	\$ 5,200.00	
4	Remove and Dispose RR Ties (LS)	1	0	1	\$ 22,500.00		\$ 22,500.00
6	Concrete Driveway Aprons (SF)	100	157	57	\$ 28.75	\$ 1,638.75	
Add Alternate							
3A	Pavement Patching - 4" Depth (SY)	400	256	-144	\$ 26.75		\$ 3,852.00
5	Integral Curb and Gutter (LF)	1,500	1,431	-69	\$ 25.75		\$ 1,776.75
Modification							
n/a	As described in 2(a) and 2(b), above					\$ 19,235.25	
n/a	Undercutting (described in 3, above)		15	15	\$ 65.00	\$ 975.00	
						\$ 31,324.00	\$ 29,011.50

CONTRACT MODIFICATION NO. 1

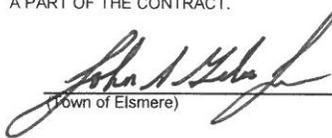
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Net Change in Contract Price (Base Bid): \$2,312.50

Summary of Contract Changes to date:

Original Contract Price (Base Bid):	\$ 182,094.25
Contract Modification #1	<u>2,312.50</u>
Revised Contract Price:	\$ <u>184,406.75</u>

THIS MODIFICATION IS HEREBY MADE
A PART OF THE CONTRACT.

 6/27/19
(Town of Elsmere) (Date)

(Contractor) (Date)