

STATE OF DELAWARE

THIS COPY IS FOR INFORMATION ONLY. YOU MUST REQUEST THE PROPOSAL FROM THE DEPARTMENT IN ORDER TO SUBMIT A BID.



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201380103.01

DOVER HANGAR INTERIOR ASBESTOS ABATEMENT,

KENT COUNTY

ADVERTISEMENT DATE: January 28, 2013

PROSPECTIVE BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID MEETING FOR THIS CONTRACT ON Tuesday, February 12, 2013 at 10:00 a.m. IN THE DelDOT MAINTENANCE & OPERATIONS RESOURCE CENTER, 96 SIGN SHOP ROAD, DOVER, DE 19901.

Completion Date 60 Calendar Days

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

Bids will be received in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time February 26, 2013

Contract No.T201380103.01

**Dover Hangar Interior Asbestos Abatement
KENT COUNTY**

LOCATION

These improvements are located in KENT 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 Removal of Asbestos from the Dover Hangar Interior, and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION DATE

All work on this contract must be complete within 60 Calendar Days .

PROSPECTIVE BIDDERS NOTE:

No retainage will be withheld on this contract.

The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.

PROSPECTIVE BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID MEETING FOR THIS CONTRACT ON Tuesday, February 12, 2013 at 10:00 a.m. IN THE DeIDOT MAINTENANCE & OPERATIONS RESOURCE CENTER, 96 SIGN SHOP ROAD, DOVER, DE 19901.

**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.

| | |
|--|------------------|
| LOCATION | <u>i</u> |
| DESCRIPTION | <u>i</u> |
| CONSTRUCTION ITEMS UNITS OF MEASURE | <u>ii</u> |
| GENERAL NOTICES | <u>1</u> |
| SPECIFICATIONS | <u>1</u> |
| CLARIFICATIONS | <u>1</u> |
| ATTESTING TO NON-COLLUSION | <u>1</u> |
| QUANTITIES | <u>1</u> |
| PREFERENCE FOR DELAWARE LABOR | <u>1</u> |
| EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS | <u>1</u> |
| TAX CLEARANCE | <u>2</u> |
| LICENSE | <u>2</u> |
| DIFFERING SITE CONDITIONS | <u>2</u> |
| PREVAILING WAGES | <u>3</u> |
| REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION | <u>3</u> |
| SUPPLEMENTAL SPECIFICATIONS | <u>7</u> |
| SPECIAL PROVISIONS | <u>9</u> |
| LIST OF SUBCONTRACTORS | <u>11</u> |
| BID PROPOSAL FORMS | <u>15</u> |
| CERTIFICATION | <u>19</u> |

Contract No. T201380103.01

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. Under no circumstances will the total value of the contract exceed **150%** of the awarded value.

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.

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.

PREVAILING WAGES

Bidders are specifically directed to note the Department of Labor's 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."

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Delaware Code, Title 29, Chapter 69, Section 6960, Paragraph (c)

"(c) Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every contractor and subcontractor performing work upon the site of construction. The contractor and subcontractor shall keep and maintain the sworn payroll information for a period of two (2) years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available:

1. For inspection or furnished upon request to a representative of the Department of Labor;
2. Upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the contractor or subcontractor; and
3. The certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department

and shall be provided within ten (10) days from receipt of notice requesting the records from the Department of Labor."

Contractor may contact:

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

DEC 14 12 PM 2:56

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

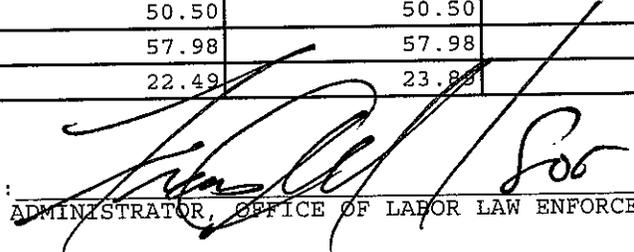
Mailing Address:
 225 CORPORATE BOULEVARD
 SUITE 104
 NEWARK, DE 19702

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2012

| CLASSIFICATION | NEW CASTLE | KENT | SUSSEX |
|-----------------------------------|------------|-------|--------|
| ASBESTOS WORKERS | 23.22 | 29.83 | 39.20 |
| BOILERMAKERS | 65.47 | 33.22 | 48.83 |
| BRICKLAYERS | 45.63 | 45.63 | 45.63 |
| CARPENTERS | 49.06 | 49.06 | 39.22 |
| CEMENT FINISHERS | 40.38 | 29.11 | 21.20 |
| ELECTRICAL LINE WORKERS | 43.49 | 37.29 | 28.44 |
| ELECTRICIANS | 59.10 | 59.10 | 59.10 |
| ELEVATOR CONSTRUCTORS | 73.14 | 40.93 | 30.55 |
| GLAZIERS | 62.60 | 62.60 | 54.20 |
| INSULATORS | 50.38 | 50.38 | 50.38 |
| IRON WORKERS | 58.70 | 58.70 | 58.70 |
| LABORERS | 37.20 | 37.20 | 37.20 |
| MILLWRIGHTS | 60.85 | 60.85 | 47.42 |
| PAINTERS | 40.62 | 40.62 | 40.62 |
| PILEDRIVERS | 66.42 | 37.64 | 30.45 |
| PLASTERERS | 21.61 | 21.61 | 17.50 |
| PLUMBERS/PIPEFITTERS/STEAMFITTERS | 57.95 | 43.24 | 46.28 |
| POWER EQUIPMENT OPERATORS | 55.81 | 55.81 | 24.13 |
| ROOFERS-COMPOSITION | 21.01 | 20.71 | 17.02 |
| ROOFERS-SHINGLE/SLATE/TILE | 17.59 | 17.50 | 16.45 |
| SHEET METAL WORKERS | 64.39 | 62.18 | 62.18 |
| SOFT FLOOR LAYERS | 44.92 | 44.92 | 44.92 |
| SPRINKLER FITTERS | 50.65 | 50.65 | 50.65 |
| TERRAZZO/MARBLE/TILE FNRS | 50.50 | 50.50 | 45.45 |
| TERRAZZO/MARBLE/TILE STRS | 57.98 | 57.98 | 52.63 |
| TRUCK DRIVERS | 22.49 | 23.88 | 20.03 |

CERTIFIED: 12/11/12

BY: 
 ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: T201380103.01 Dover Hangar Interior Asbestos Abatement, Kent County

Contract No. T201380103.01

**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.

Contract No. T201380103.01

SPECIAL PROVISIONS

Provided on Separate CD ROM:

1. MASTER SPECIFICATION FOR ASBESTOS ABATEMENT / DECONTAMINATION FOR DeIDOT PROPERTIES
2. TECHNICAL SPECIFICATIONS / SCOPE OF WORK
3. ASBESTOS CONTAINING MATERIALS SURVEY and QUANTITY ESTIMATION REPORT

Contract No. T201380103.01

Contract No. T201380103.01

LIST OF SUBCONTRACTORS

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

PRE-BID MEETING

TIME : 10:00 AM

DATE : February 12, 2013

LOCATION : DelDOT Maintenance & Operations Resource Center, 96 Sign Shop Road, Dover, DE 19901

Contract No. T201380103.01

CANNOT BE
BID PROPOSAL FORMS
USED FOR
CONTRACT T201380103.01
BIDDING

CANNOT BE
USED FOR
BIDDING

PROPOSAL REPLY REQUIREMENTS

Bidders are reminded of the following requirements. In the event of a discrepancy between this Proposal Reply Requirements document and the ITB Bid contract, the ITB contract will prevail.

- BIDS MUST BE SUBMITTED IN HARDCOPY FORMAT. BIDS ARE NOT TO BE FAXED, E-MAILED, OR INCLUDED IN A COMPUTER DISC.

- BID DOCUMENTS MUST CONTAIN ORIGINAL SIGNATURES.

- BIDS MUST BE DELIVERED TO:

Via Delivery Service:

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

via U.S. Mail:

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
PO Box 778
DOVER, DE 19903

Bidders MUST provide the following with their bid:

1. **BIDDER'S CERTIFICATION**
One (1) complete, signed and notarized copy
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
2. **BID FORM**
Note instructions on the bid form regarding hand written versus typewritten.
Enter only the information requested.
3. **BID BOND**
4. **DELAWARE CLASS A ASBESTOS ABATEMENT CONTRACTOR LICENSE**
One (1) photocopy of license documentation must be submitted along with bid documents.
Information regarding the licensure is available through the Delaware Office of Management & Budget, Division of Facilities Management, at 302-739-7644 or at
<http://dfm.delaware.gov/envsrv/asbestos/> .

Please review and follow the information and instructions contained in these documents. Should you need additional information, please contact DelDOT Contract Administration via e-mail at dot-ask@state.de.us or call 302-760-2031.

The items listed above provide the basis for evaluating each Bidder's proposal. **Bidders must provide all appropriate information.**

BID FORM

CONTRACT NO. T201380103.01

Contract Name: DOVER HANGAR INTERIOR ASBESTOS ABATEMENT, KENT COUNTY

BIDDER: _____
(Please enter name of business offering bid)

TOTAL PRICE IN FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

** All Blank Spaces Must Be Completed as Indicated **

| QTY | UNIT OF MEASURE | ITEM DESCRIPTION | TOTAL |
|-----|-----------------|---|-------|
| 1 | LUMP SUM | DOVER HANGAR INTERIOR ASBESTOS ABATEMENT as specified | \$ |

CANNOT BE USED FOR BIDDING

For informational purposes only – not for evaluation of award:

TIME ESTIMATED FOR COMPLETION OF JOB: _____ **Days / Weeks**
(choose one)

CERTIFICATION

Contract No. T201380103.01
Federal Aid Project No. None

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.

Bidder's Certification Statement [US DOT Suspension and Debarment Regulation (49 CFR 29)]:

NOTICE: All contractors who hold prime contracts (Federal Aid) with DeIDOT are advised that the prime contractor and subcontractors are required to submit to DeIDOT a signed and notary attested copy of the Bidder Certification Statement for each and every subcontract that will be utilized by the prime contractor. This Certification **must** be filed with DeIDOT prior to written approval being granted for each and every subcontractor. Copies of the Certification Form are available from the appropriate District Construction Office.

Under penalty of perjury under the laws of the United States, that I/We, or any person associated therewith in the capacity of (owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration federal funds):

- a. am/are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- c. do not have a proposed debarment pending; and,
- d. have not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

(Insert Exceptions)

DBE Program Assurance:

NOTICE: In accordance with 49 CFR Part 26 the undersigned, a legally authorized representative of the bidder listed below, must complete this assurance.

By its signature affixed hereto, assures the Department that it will attain DBE participation as indicated:

Disadvantaged Business Enterprise _____ percent (blank to be filled in by bidder)

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 person signing on behalf of the 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 AND FINAL QUESTIONS AND ANSWERS.

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



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 unto the **State** in the sum of _____
Dollars (\$ _____), or _____ percent not to exceed _____
Dollars (\$ _____) of amount of bid on Contract No. T201380103.01
, 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

CANNOT BE
USED FOR
BIDDING