

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201653103.01

CHRISTINA CRESCENT ELEVATORS

NEW CASTLE COUNTY

ADVERTISEMENT DATE: March 21, 2016

PROSPECTIVE BIDDERS ARE ADVISED THAT THERE WILL BE A PRE-BID MEETING WEDNESDAY MARCH 30, 2016 AT 1:30 P.M. IN THE DeIDOT ADMINISTRATION BUILDING, 800 BAY ROAD, DOVER, DELAWARE, 19903

COMPLETION TIME: 287 Calendar Days

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

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time April 26, 2016

Contract No. T201653103.01

**CHRISTINA CRESCENT ELEVATORS
NEW CASTLE COUNTY**

GENERAL DESCRIPTION

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for the Christina Crescent Elevators Contract. This project involves the Renovation/Rehabilitation of three elevators located in the Christina Crescent Parking Garage, in Wilmington, Delaware. This garage is a five-story parking facility with three elevators built in 2007. The specifications identify and address the mechanical, electrical and public safety items to be replaced and/or rehabilitated. The work for each elevator includes, but is not limited to (see specifications for complete listing of work): furnish and install hydraulic controller; cab enclosure upgrades; sling/platform rehabilitation; door controls; door equipment modernization; electrical conductor; guides; buffers; etc. as described in the specifications and as directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete within 287 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about June 27, 2016.

PROSPECTIVE BIDDERS NOTES:

2. QUESTIONS regarding this project are to be e-mailed to dot-ask@state.de.us no less than six business days prior to the bid opening date in order to receive a response. Please include T201653103.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
4. **DRUG TESTING - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). Refer to the full requirements by following the below link:** <http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.htm>

Please note a few of the requirements listed below;

- * At bid submission - submit with the bid a signed affidavit certifying that the Contractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation;
- * Two business days prior to contract execution - The awarded Contractor shall provide to **DeIDOT** copies of the Employee Drug Testing Program for the Contractor, and may submit any Subcontractor's Employee Drug Testing Program for approval;
- * Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DeIDOT** has approved the subcontractor in writing;

* Testing Report Forms shall be submitted to DelDOT monthly (forms will be provided).

* Penalties for non-compliance are specified in the regulation.

5. Supplemental Specifications to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#). The *Specifications Note* document is for the use by the bidders to reference the new numbers to the past numbers used for bidding purposes on previous Department contracts.
6. No RETAINAGE will be withheld on this contract.
7. The Department's External Complaint Procedure can be viewed on DelDOT's Website at: <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
8. **PLEASE NOTE** revisions to 'Equality of Employment Opportunity on Public Works' under General Notices.
9. **REMINDER**; A copy of your Delaware Business License must be submitted with your bid.
10. **Delete** Section 106.06 Buy America Contract Requirement from the Delaware Standard Specifications for Road and Bridge Construction, August, 2001", **and replace with the following**:

Section 106.06 Buy America Contract Requirement. In accordance with 23 U.S.C, 313 and 23 CFR 635.410, the following applies to all Contracts:

For this Contract, all iron and steel Materials must be produced in the United States, except that a minimal amount of foreign steel or iron Materials may be used, provided the cost of the foreign Materials does not exceed 0.1 percent of the total Contract cost or \$2,500.00, whichever is greater.

A. Certificate of Compliance.

Furnish a Certificate of Compliance to the Department. Sign the Certificate and affirm that all iron and steel materials were produced in the United States, and that all manufacturing processes involving these materials occurred in the U.S.; or that the value of foreign steel and iron products is less than \$2,500 or 0.1% of the total contract, whichever is greater. At the Department's request, provide manufacturer's/supplier's documentation verifying domestic origin as defined in the Specifications. All Materials accepted on the basis of Certificate of Compliance may be sampled by the Department and tested at any time. Use of Material on the basis of Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating Material in the Project conforming to the requirements of the Contract. Any Material not conforming to such requirements will be subject to rejection whether in place or not. The Department reserves the right to refuse to permit the use of Material on the basis of Certificate of Compliance.

B. Domestically Manufactured Material.

Domestically Manufactured Materials are those which are melted, cast-formed, shaped, drawn, extruded, forged, fabricated, coated, or otherwise processed in the United States.

11. Only one elevator at a time can be out of service during the renovation/rehabilitation.
12. The parking garage must remain operational and ADA compliant during the renovation/rehabilitation.
13. The Contractor is responsible for all insurance, permits, certificates, inspections and licensing requirements for this project.
14. It is **Highly** recommended that the Contractor schedule a site-visit prior to submitting your bid. Please contact Mr. John Kotula at (302) 576-6093, as soon as possible to schedule a visit.
15. In accordance with 29 Del. C. §6962(d)(10)a, a **Pre-Bid Meeting** will be held to select the subcontractor categories to be included in the bids for performing the work required for this contract. In accordance with Title 29 Del. C. §6962(d)(10)b of the Delaware Code, a penalty of \$2,000.00 will be withheld from the successful bidder for each occurrence for the failure to utilize any or all of the Subcontractors submitted with the bid. The Pre-Bid Meeting will be held **Wednesday March 30, 2016 at 1:30 p.m.** in the DelDOT Administration Building, 800 Bay Road, Dover, Delaware, 19903.

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

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

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

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

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

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

PREFERENCE FOR DELAWARE LABOR:

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

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

- 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity or national origin.
3. The contractor will ensure employees receive equal pay for equal work, without regard to sex. Employee pay differential is acceptable if pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or if the differential is based on any other factor other than sex.

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.

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

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

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

DIFFERING SITE CONDITIONS,

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

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally

recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

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

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice. No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

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

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

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

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

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

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

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

RIGHT TO AUDIT

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

PREVAILING WAGES

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

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

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

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

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

Contractor may contact:

Department of Labor, Division of Industrial Affairs, 4425 N. Market Street, Wilmington, DE 19802
Telephone (302) 761-8200

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

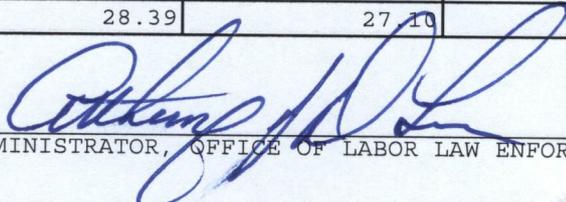
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2016

| CLASSIFICATION | NEW CASTLE | KENT | SUSSEX |
|-----------------------------------|------------|-------|--------|
| ASBESTOS WORKERS | 22.58 | 27.81 | 40.47 |
| BOILERMAKERS | 67.59 | 34.29 | 50.41 |
| BRICKLAYERS | 50.49 | 50.49 | 50.49 |
| CARPENTERS | 52.81 | 52.81 | 41.97 |
| CEMENT FINISHERS | 70.82 | 30.05 | 21.89 |
| ELECTRICAL LINE WORKERS | 44.90 | 38.50 | 29.36 |
| ELECTRICIANS | 65.10 | 65.10 | 65.10 |
| ELEVATOR CONSTRUCTORS | 83.06 | 63.69 | 31.54 |
| GLAZIERS | 69.30 | 69.30 | 55.95 |
| INSULATORS | 54.38 | 54.38 | 54.38 |
| IRON WORKERS | 61.20 | 61.20 | 61.20 |
| LABORERS | 43.60 | 43.60 | 43.60 |
| MILLWRIGHTS | 66.83 | 66.83 | 53.40 |
| PAINTERS | 46.72 | 46.72 | 46.72 |
| PILEDRIVERS | 72.97 | 38.86 | 31.43 |
| PLASTERERS | 29.47 | 29.47 | 21.84 |
| PLUMBERS/PIPEFITTERS/STEAMFITTERS | 65.95 | 50.85 | 55.34 |
| POWER EQUIPMENT OPERATORS | 61.36 | 61.36 | 43.28 |
| ROOFERS-COMPOSITION | 23.49 | 23.40 | 20.87 |
| ROOFERS-SHINGLE/SLATE/TILE | 18.16 | 18.07 | 16.98 |
| SHEET METAL WORKERS | 65.14 | 65.14 | 65.14 |
| SOFT FLOOR LAYERS | 49.77 | 49.77 | 49.77 |
| SPRINKLER FITTERS | 54.57 | 54.57 | 54.57 |
| TERRAZZO/MARBLE/TILE FNRS | 55.72 | 55.72 | 46.92 |
| TERRAZZO/MARBLE/TILE STRS | 63.98 | 63.98 | 54.33 |
| TRUCK DRIVERS | 28.39 | 27.10 | 20.68 |

CERTIFIED: 3/16/14

BY: 

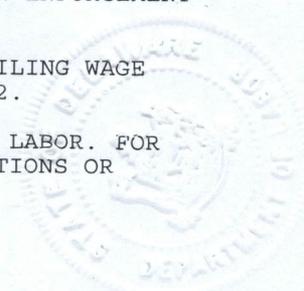
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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: T201653103.01 Christina Crescent Elevators, New Castle County



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

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

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

To access the Website;

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

The full Website Link is;

http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml

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

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

SPECIAL PROVISIONS

CONSTRUCTION ITEM NUMBERS

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

Standard Item Number:

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

Special Provisions Item Number:

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

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

NOTE:

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

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

Elevator Modernization Specification

PART 1 – GENERAL

This specification details the itemized component replacement for 3 elevators within an existing property. All elevators were installed by the same contractors and the same time period, and with the same manufactured equipment when the building was erected.

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General, Special and Supplementary Conditions apply to this Section.
- B. Successful contractor is responsible for the verification and confirmation of all applicable codes, dimensions, and required equipment.

1.2 SUMMARY

- A. This Section specifies partial modernization of 3 direct action hydraulic passenger elevators.
- B. Work Required:
 - 1. The work required under this section consists of all labor, materials and services required for the complete installation (including operational verification) of all the equipment required for the elevators as herein specified.
 - 2. All work shall be performed in a first class, safe and workmanlike manner.
 - 3. In all cases where a device or part of the equipment is herein referred to in the singular, it is intended that such reference shall apply to as many of such devices or parts as are required to make complete installation.
- C. Related work not specified herein: The following sections contain requirements that relate to this section and are performed by trades other than the elevator manufacturer/installer.
 - 1. Re-program current fire alarm system to meet 2007 elevator code requirements.
 - 2. Furnish and install 2 additional light fixtures with guards within elevator pit.
 - 3. Furnish and install 5lb ABC fire extinguisher within elevator machine room.
 - 4. Furnish and install 12" VCT tile of owner choosing within elevator cab enclosures.
- D. Applicable Codes: Comply with applicable building codes and elevator codes at the project site, including but not limited to the following:
 - 1. ANSI A17.1-2007, Buildings and Facilities, Providing Accessibility and Usability for Physically Handicapped People.

2. ADAAG, Americans with Disabilities Act Accessibility Guidelines.
 3. ANSUNFPA 70, National Electrical Code.
 4. ANSI/NFPA 80, Fire Doors and Windows.
 5. ASME/ANSI A17.1, Safety Code for Elevators and Escalators.
 6. ANSI/UL 10B, Fire Tests of Door Assemblies.
 7. CAN/CSA C22.1, Canadian Electrical Code.
 8. CAN/CSA-B44, Safety Code for Elevators and Escalators.
 9. Model & Local Building Codes.
 10. All other local applicable codes.
- E. FEMA Elevator Installation Technical Bulletin Number 4:
1. Elevator installations must fully comply with FEMA regulation regarding installing elevator components above flood elevation.
 2. Components that cannot be raised above flood elevation may have additional regulations imposed. This includes but is not limited to compensating ropes, governor tail end sheaves, pit stop switch, limit switches, and buffer switch. All components that cannot be move above flood elevation shall be furnished with water resistant material per FEMA guidelines.
 3. All electrical equipment which cannot be above flood elevation shall be furnished in NEMA 4 equipment.
 4. Each elevator shall have a NEMA approved float switch installed in the elevator pit to prevent the elevator from entering the flood area.

1.3 SYSTEM DESCRIPTION

- A. Equipment Description: Direct Acting Hydraulic Elevators
- B. Equipment Control: Non-proprietary design
- C. Starter: Solid State Soft Starter
- D. Quantity of Elevators: 3
- E. Elevator Stop Designations: G*,2,3,4,5
- F. Stops : 5
- G. Openings: 5
- H. Travel: 45' (Verify In Field)
- I. Rated Capacity: 4500

- J. Rated Speed: 150 fpm
- K. Platform Size: 8' 7" X 6' (verify in field)
- L. Clear Inside Dimensions: 8'4" X 5'8" (verify in field)
- M. Cab Height: 9' 0"
- N. Clear height under suspended ceiling: 8' 6"
- O. Entrance Type and Width: Two speed side slide doors-48" wide
- P. Entrance Height: 84"
- Q. Main Power Supply: Existing 460 volt-3 phase
- R. Car Lighting Power Supply: 120 Volts, Single-phase, 15 Amp, 60 Hz.
- S. Control Location: adjacent to shaft
- T. Signal Fixtures: GAL Spectra-light push buttons
- U. Performance:
 - 1. Car Speed: $\pm 3\%$ of rated speed under any loading condition or direction of travel.
 - 2. Car Capacity: Safely lower, stop and hold up to 100% of rated load. (code required).
- W. Ride Quality:
 - 1. Vertical Vibration (maximum): 12 - 17 milli-g
 - 2. Horizontal Vibration (maximum): 10 - 15 milli-g
 - 3. Vertical Jerk (maximum): 4.6 ± 1.0 ft./ sec³ (1.4 ± 0.3 in/ sec³)
 - 4. Acceleration/Deceleration (maximum): $1.98 \pm .33$ ft./ sec' (0.6 ± 0.13 in/ sec')
 - 5. In Car Noise: 55 - 60 dB(A)
 - 6. Stopping Accuracy: ± 0.2 in. (± 5 mm)
 - 7. Re-leveling Distance: ± 0.4 in. (± 10 mm)
- X. Operation: Triplex Collective Operation: Using a microprocessor-based non-proprietary controller, operation shall be automatic by means of the car and hall buttons. If all calls in the system have been answered, the car shall park at floor determined by the owner at a future date.
- Y. Operating Features - Standard
 - 1. Full Selective-Collective Operation
 - 2. Anti-nuisance.
 - 3. Fan and Light Protection.

4. Independent Service.
 5. Full Collective Operation.
 6. Firefighters' Service Phase I and Phase II
 7. Top of Car Inspection.
 8. Access Operation
 9. Security (future addition)
- Z. Door Control Features:
1. Door control to open doors automatically when car arrives at a landing in response to a normal hall or car call; GAL MOVFR II.
 2. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person. Door protection shall consist of a two dimensional, multi-beam array projecting across the car door opening and 3 dimensional. Under normal operation and for any door position, the system shall detect as a blockage an opaque object that is equal to or greater than 1.3 inches (33 mm) in diameter when inserted between the car doors at vertical positions from within 1 inch (25 mm) above the sill to 71 inches (1800 mm) above the sill. Under degraded conditions (one or more blocked or failed beams), the primary protection shall detect opaque objects that are equal to or greater than 4" (100 mm) in diameter for the same vertical coverage. If the system performance is degraded to the point that the 4" object cannot be detected, the system shall maintain the doors open or permit closing only under nudging force conditions.
 3. Door nudging operation to occur if doors are prevented from closing for an adjustable period of time (10 seconds).

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each system proposed for use. Include the following:
1. Signal and operating fixtures, operating panels and indicators.
 2. Cab design, dimensions and layout.
 3. Hoistway-door and frame details.
 4. Electrical characteristics and connection requirements.
 5. Expected heat dissipation of elevator equipment in control room space and machine space (BTU).
 6. Color selection chart for Cab and Entrances.
 7. Shop Drawings: Submit approval layout drawings. Include the following:

8. Car, guide rails, buffers and other components in hoistway.
 9. Maximum rail bracket spacing.
 10. Maximum loads imposed on guide rails requiring load transfer to building structure.
 11. Clearances and travel of car.
 12. Clear inside hoistway and pit dimensions.
 13. Location and sizes of access doors, hoistway entrances and frames.
- B. Operations and Maintenance Manuals: Provide manufacturer's standard operations and maintenance manual.

1.5 QUALITY ASSURANCE

- A. Manufacturer: Elevator Manufacture must be accepted by Liberty Elevator Experts, LLC prior to installation. Owner will not accept proprietary door operators or controller.
- B. Installer: Elevators shall be installed by an approved licensed elevator contractor that has solely been in the business of constructing and servicing elevator for a minimum of five years. Installation mechanic(s) must have successfully completed a recognized elevator training program.
- C. Permits, Inspections and Certificates: The Elevator Contractor shall obtain and pay for necessary Municipal, State Inspection and permit as required by the elevator inspection authority, and make such tests as are called for by the regulations or such authorities. These tests shall be made in the presence of such authorities and Liberty Elevator Experts, LLC.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Successful contract should take appropriate measure to secure all tools and equipment while onsite. An unsecured area adjacent to the elevator machine room will be provided for storage of equipment.

1.7 WARRANTY

- A. The elevator contractor's acceptance is conditional on the understanding that their warranty covers defective material and workmanship. The guarantee period shall not extend longer than one (1) year from the date of completion or acceptance thereof by beneficial use, whichever is earlier, of each elevator. The guarantee excludes: ordinary wear and tear or improper use, vandalism, abuse, misuse, or neglect or any other causes beyond the control of the elevator contractor and this express warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

1.8 MAINTENANCE and SERVICE

- A. Maintenance service consisting of regular monthly examinations and adjustments of the elevator equipment shall be provided by the elevator contractor for a period of sixty (60) months after the elevator has been turned over for the customer's use. This service shall not be subcontracted but shall be performed by the elevator contractor. All work shall be performed by

competent employees during regular working hours of regular working days and shall include emergency 24- hour callback service. This service shall not cover adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents caused by persons other than the elevator contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be provided.

- B. Elevator contractor to provide maintenance control program exhibiting required maintenance and replacement intervals.

PART 2 - PRODUCTS

2.1 DESIGN AND SPECIFICATIONS

A.

Elevator 1,2, & 3

| | |
|--------------------|--------------------------|
| Capacity | 4500 |
| Power Unit | Canton Elevator |
| Drive | Solid State Soft Starter |
| Controller | GALaxy |
| Cylinder | Direct acting |
| Speed | 150 fpm |
| Door Equipment | GAL |
| Cab Enclosure | Concept |
| Entrances | Existing |
| Signals | GAL Spectralite |
| Structural Package | Vertical Express |

Power unit: Furnish and install submersible motor, pump, valve, and silencer of appropriate size and configuration.

Controller: Furnish and install complete Galaxy hydraulic controller with all associated boards, drives, logic, tools, software, and hardware for initial and future servicing of the elevators.

The elevator control system must:

- A) Provide in the controller the necessary devices to run the elevator in inspection operation.
- B) Provide on top of the car the necessary devices to run the elevator in inspection operation.
- C) Provide in the controller an emergency stop switch. This emergency stop switch when opened disconnects power from the brake and prevents the motor from running.
- D) Provide the means from the controller to reset the emergency brake when set because of an unintended car movement or ascending car over speed.

Entrances:

- A) Entrance marking plates: Entrance jambs shall be marked with 4" x 4" (102 mm x 102 mm) plates having raised floor markings with Braille located adjacent to the floor marking. Marking plates shall be provided on both sides of the entrance.
- B) Elevator Label: Elevators shall be identified in main egress of building with a matching satin stainless steel tag reading "Elevator" with the corresponding number.
- C) Elevator door frames, sills, and struts will remain on all floors.
- D) Furnish and install new hoistway door panels of proper size, quantity, and configuration on all levels. Door panels shall be finished in 5WL finish on all levels.
- E) Hatch rollers, closure, interlocks, and gibbs shall be replaced on each level.
- F) Furnish and install 14 AWG 5WL metal cladding to clad existing door frames. Cladding shall be exact fit to avoid unsightly appearances or pinch points. 5WL shall begin at finished floor and extend 42" vertically.

Cab Enclosure:

- A) Steel shell cab with 3 vertical 5WL removable panels equally space on both side walls. Rear wall shall be furnish in all glass with appropriate Z rating.
- B) Car return, strike, and transom Finish: Satin stainless steel
- C) Car Door Finish: 5WL finish
- D) Suspended island ceiling with #4 satin stainless steel finish and six equally spaced recessed light.
- E) Emergency Car Lighting: An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuits shall be provided to illuminate the elevator car and provide current to the alarm bell in the event of building power failure.
- F) Emergency Pulsating Siren: Siren mounted on top of the car that is activated when the Alarm button in the car operating panel is engaged. Siren shall have a rated sound pressure level of 80 dB(A) at a distance of 3.0 m from the device. Siren shall respond with a delay of not more than 1 second after the switch or push button has been pressed.
- G) Fan: A two-speed 120 VAC fan will be mounted to the structural ceiling to facilitate in-car air circulation, meeting A17.1 code requirements. The fan shall be rubber mounted to prevent the transmission of structural vibration and will include a baffle to diffuse audible noise. A switch shall be provided in the car-operating panel to control the fan.
- H) Handrail: Handrails shall be provided on the side and rear walls of the car enclosure. Handrails shall be 1/2" x 1-1/2" (13mm x 38mm) cylindrical tubular handrail with a satin stainless steel finish.
- I) Threshold: stainless steel
- J) Emergency Exit Contact: An electrical contact shall be provided on the car-top exit.

- K) Guides: ELSCO type B roller guides shall be mounted on the top and the bottom of the car.
- L) Certificate frame: Provide a Certificate frame with a satin stainless steel finish.

Sling/Platform: Inspect, clean, and reuse.

Door Operator:

- A) Door control to open doors automatically when car arrives at a landing in response to a normal hall or car call; GAL MOVFR II.

Door Equipment:

- A) Furnish and install GAL hatch modernization kits to utilize GAL track, roller, roller release, interlock, and spring closure on each level.

Electrical Conductor:

- A) Furnish and install proper race way multi conductor electrical conductors of proper configuration and length. Provide 10% spare wires.
- B) Furnish and install Draka traveling cable of proper size and configuration to properly operate all operational functions of the controller.
 - 1) Provide 2 additional shielded pairs for future use or spares.
 - 2) Provide 2 additional 12 awg stranded wires.
 - 3) Provide 1 coaxial cable for future use.

Guides:

- A) Furnish and install ELSCO's model B roller guides.

Buffers: Inspect, clean, lubricate, adjust, and reuse.

2.4 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

- A. Car Operating Panel: A car operating panel shall be provided which contains all push buttons, key switches, and message indicators for elevator operation. The car operating panel shall have a 5WL finish without contractor branding.

1. Applied car operating panel shall be furnished. It shall contain a bank of round metal illuminated buttons. Flush mounted to the panel and marked to correspond to the landings served, an emergency call button, door open and door close buttons, and switches for lights, inspection and the exhaust fan. The emergency call button shall be connected to a bell that serves as an emergency signal. All buttons to have raised numerals and Braille markings. Programmable LED halo illumination with 1/8" projecting targets. Target finishes: satin stainless steel the car operating panel shall be equipped with the following features:

Standard:

- 1) Raised markings and Braille shall be provided to the left hand side of each push-button.

- 2) Car Position Indicator at the top of and integral to the car operating panel.
- 3) Door open and door close buttons.
- 4) Light key-switch. (behind locked service cabinet)
- 5) Fan key-switch. (behind locked service cabinet)
- 6) Inspection key-switch. (behind locked service cabinet)
- 7) Elevator Data Plate marked with elevator capacity and car number.
- 8) Illuminated alarm button with raised markings.
- 9) In car stop switch
- 10) Firefighter's hat symbol
- 11) Firefighter's Phase II Key-switch
- 12) Call Cancel Button
- 13) Help Button —The help button shall initiate two-way communication between the car and a location inside the building, switching over to another location if the call is unanswered, where personnel are available who can take the appropriate action. Visual indicators are provided for call initiation and call acknowledgement.
- 14) Firefighter's Phase I emergency in-car operating instructions, worded according to A 17.1 2000, Article 2.27.7.2.
- 15) GFCI (behind locked service cabinet)
- 16) Emergency light test button (behind locked service cabinet)
- 17) Appendix O fire instructions
- 18) All car call signaling buttons shall be between 15"-48" above finished floor.
- 19) Hands free emergency communication phone mounted to COP cover.
- 20) Floor passing chime

B. Hall Fixtures: Hall fixtures shall be provided with necessary push buttons and key switches for elevator operation.

I. Hall fixtures shall feature round mechanical buttons marked to correspond to the landings, in raised fixture housings. Buttons shall be 1/8" projecting in vertically mounted fixture. Hall Lanterns integrated in Position indicators shall be illuminated by means of LED. Fixture shall be satin stainless steel finish. All button targets shall be metal satin stainless steel finish. Each floor shall have Appendix O fire instructions engraved and back painted per Appendix O standard.

- C. Car Lantern and Chime: A directional lantern visible from the corridor shall be provided in the car entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel and a chime will sound.
- D. Access key-switch at top floor in entrance jamb.
- E. Access key-switch at lowest floor in entrance jamb.
- F. Provide 2 additional 18 gauge shielded pairs of wire within traveling cable for future security use.
- G. Provide 10% spare wire within traveling cable for future use.
- H. Provide and install proper auxiliary fire control panel to be located in building fire command room.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Take field dimensions and examine conditions of substrates, supports, and other conditions under which this work is to be performed. Do not proceed with work until unsatisfactory conditions are corrected.
- B. Successful contractor shall attend monthly jobsite meeting for coordination and harmonization of jobsite. An authorized representative must be in attendance who can make decisions regarding jobsite changes or progress.

3.2 INSTALLATION

- A. Installation of all elevator components except as specifically provided for elsewhere by others by State of Delaware licensed elevator mechanics and apprentices.
- B. Elevators to be renovated consecutively one at a time.

3.3 DEMONSTRATION

- A. The elevator contractor shall make a final check of each elevator operation with the Owner or Owner's representative present prior to turning each elevator over for use. The elevator contractor shall determine that control systems and operating devices are functioning properly.

3.4 Schedule

- A. The following schedule is intended to be a guideline for this project. If bidders do not feel they can complete this project in the specified time, please indicate this with your bid submission.

Estimated Schedule Starting from Contract Award:

| | |
|------------------------------------|----------|
| Preliminary Drawings: | 3 Weeks |
| Drawing Review: | 1 Weeks |
| Final Drawings: | 1 Weeks |
| Production of Elevator Components: | 10 Weeks |
| Elevator One Renovation: | 6 Weeks |
| Elevator Two Renovation: | 5 Weeks |
| Elevator Three Renovation: | 5 Weeks |

- B. The parking garage will be in operation through the duration of this project. Contractors are not permitted to block traffic or prevent the garage patrons from entering or exiting the facility. All special request must be approved in writing if traffic will be affected.

- C. Two elevators are expected to be in operation at all times throughout this project. It is the responsibility of the successful contractor to maintain and fix any elevators from commencement day to final completion.

763563 - PERFORMANCE AND PAYMENT BOND

Description:

Performance and Payment Bond shall be paid to compensate the cost of bonding the Contract in accordance with Subsection 103.05 of the Standard Specification.

Method of Measurement:

The Contractor shall be paid the total cost of bond necessary for the contract once the Contract is executed.

Basis of Payment:

The payment for the item shall be made for at the Contract unit price per Lump Sum bid for "Performance and Payment Bond", which price and payment shall be full compensation. The payment for the Performance and Payment Bond will be included on the first estimate following the Contractor's submission of acceptable verification of actual cost.

6/12/98

BID PROPOSAL FORMS
CONTRACT T201653103.01

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

Page: 1

CONTRACT ID: T201653103.01

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

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|---------------------|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |

SECTION 0001 CHRISTIANA CRESCENT ELEVATORS

| | | | | | | |
|------|---|---|--|--|--|--|
| 0010 | ELEVATOR ONE RENOVATION/REHABILITATION | 1 | | | | |
| 0020 | ELEVATOR TWO RENOVATION/REHABILITATION | 1 | | | | |
| 0030 | ELEVATOR THREE RENOVATION/REHABILITATION | 1 | | | | |
| | SECTION 0001 TOTAL | | | | | |
| | TOTAL BID | | | | | |

LIST OF BUILDINGSUBCONTRACTORS

Contract T201653103.01

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

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

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

EXAMPLE: John Doe, T/A Doe Contracting Company

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

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

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

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED

CERTIFICATION
Contract No. T201653103.01

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

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

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

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

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

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

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

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

| No. | Date |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

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



=====

AFFIRMATION:

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

YES _____ NO _____ if yes, please explain _____

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

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20 ____.

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
of _____ in the County of _____ and State of _____
as **Principal**, and _____ of _____ in the County of
_____ and State of _____ as **Surety**, legally authorized to do business in the
State of Delaware ("**State**"), are held and firmly bound unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract
No. T201653103.01, to be paid to the **State** for the use and benefit of its Department of Transportation
("**DeIDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs,
executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

Name of **Surety**

Witness: _____

By: _____

Title