



600 North Lombard Street
Wilmington, DE 19801

State of Delaware

District Wide Pothole Blacktop Repairs and Concrete Work

Request for Proposal – Public Works Contract No. CSD-2012-03

February 1, 2012

**- Deadline to Respond -
February 17
2012**

STATE OF DELAWARE
Christina School District

Date: February 1, 2012

CONTRACT NO. CSD-2012-03

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for District Wide Pothole Blacktop Repairs and Concrete Work. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. CSD-2012-03

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In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in triplicate, in a sealed envelope clearly displaying the contract number and vendor name by Friday February 17, 2012 at 3:00 p.m. to be considered.

Proposals must be mailed to:

Christina School District
Eden Support Services Center
925 Bear-Corbitt Road
Bear, DE 19701

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please contact Nick Vacirca at (302) 454-2400 x209 or vacircan@christina.k12.de.u

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I. INTRODUCTION:

A. PURPOSE:

The purpose of this Request for Proposal is to obtain sealed proposals for repairs to parking lots, sidewalks, curbs and related items at various locations throughout the Christina School District.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to perform asphalt pavement repairs, Portland cement concrete repairs and associated work.

1. COMPETITIVE SEALED PROPOSAL:

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6960** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS:

This contract will be issued to perform asphalt pavement repairs, Portland cement concrete repairs and associated work; as detailed in the Technical Specifications on pages TS-1 through TS-26 of this RFP.

3. MANDATORY USE CONTRACT:

Deleted

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926.

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5. **CONTRACT PERIOD:**

Each Vendor's contract shall be valid for a one (1) year period from the date of contract execution. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Christina School District. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The Christina School District reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES:

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

| Activity | Due Date |
|---|--|
| RFP Availability to Vendors | February 1, 2012 |
| Mandatory Pre-bid Conference | February 2, 2012 |
| Written Questions Due No Later Than (NLT) | February 7, 2012 |
| Written Answers Due NLT | February 13, 2012 |
| Proposals Due NLT | February 17, 2012 |
| Public Proposal Opening | February 17, 2012 |
| Proposal Evaluation/Presentations as required | N/A |
| Vendor Best & Final Discussions, as required | N/A |
| Contract Award | Will occur within 90 days of bid opening |

C. INQUIRIES & QUESTIONS:

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by February 7, 2012. All questions will be answered in writing by February 13, 2012 and faxed and/or emailed to all parties attending the mandatory Pre-Bid meeting. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the Christina School District's designated contact. Address all communications to the person listed below; communications made to other personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Neil Carlson
VanDemark & Lynch, Inc.
4305 Miller Road
Wilmington, DE 19802**

**(302) 764-4170 (fax)
ncarlson@vandemarklynch.com**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. Contact with State Employee

Direct contact with persons other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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II. SCOPE OF WORK:

A. OVERVIEW:

The Vendor(s) shall provide all equipment, materials and labor to supplement the Christina School District's need for District Wide Pothole Blacktop Repairs and Concrete Work as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the District receives the most current state-of-the-art material and/or services.

B. BACKGROUND:

The Christina School District executes a yearly contract for maintenance and repairs to parking lots, driveways, sidewalks, curbs and related items, at various sites throughout the District. Since the unit prices bid will affect the actual amount of work to be done, the Exhibits included on pages EX-1 through EX-19, and quantities listed on the bid form of this RFP are included to assist Contractors in preparing bids by acquainting them with the types, general locations, estimated quantities, and character of work to be done. The actual quantities and locations of work to be done will be marked in the field by the Engineer, after the contract is awarded. Successful bidder will not be paid for any work performed that was not marked in the field by the Engineer.

C. STATEMENT OF NEEDS:

The Christina School District is requesting unit price bids for various items as listed on pages TS-1 to TS-26 of this RFP.

D. DETAILED REQUIREMENTS:

The technical requirements of this RFP are stated in Items IX and X on pages TS-1 through TS-26 and pages EX-1 through EX-19. Vendors must provide pricing for the items listed in Appendix B.

III. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE:

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the Christina School District.

D. CONCISE PROPOSALS

The Christina School District discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The Christina School District's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Christina School District.

F. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal

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G. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT:

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES:

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT:

Each offeror shall furnish a bond to the State of Delaware for the benefit of Christina School District in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to Christina School District in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

L. PERFORMANCE BOND REQUIREMENT:

Contractors awarded contracts are required to furnish a Performance Bond as surety, in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the Christina School District Bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Christina School District Bond Form.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 3 paper copies. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures.

All properly sealed and marked proposals are to be sent to the Christina School District and received no later than 3:00 PM Local Time on Friday February 17, 2012. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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Nick Vacirca
Christina School District
Eden Support Services Center
925 Bear-Corbitt Road
Bear, DE 19701

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 3:00 PM Local Time on Friday, February 17, 2012. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The Christina School District reserves the right to award the proposed contract to multiple Vendors if the Christina School District determines that such an award is in the best interest of the District.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through February 17, 2013. The Christina School District reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS:

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Q. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

R. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions will be faxed and/or emailed to all parties attending the mandatory Pre-Bid meeting. By submitting an offer to the Christina School District,

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vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

S. INCURRED EXPENSES:

The Christina School District will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the Christina School District's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS:

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. The Christina School District will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

W. BUSINESS REFERENCES:

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION:

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Christina School District.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

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All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

Y. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. CONFIDENTIALITY:

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The Christina School District is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the Christina School District and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the Christina School District will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

AA. ATTACHMENTS:

- Attachment 1 - No Proposal Reply Form
- Attachment 2 - Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 - Office of Minority and Women Business Enterprise Certification Application

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Appendix A – Scope of Work details

Appendix B – Bid Forms

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. DISTRICT'S RIGHT TO REJECT PROPOSALS

Christina School District reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the Christina School District. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. DISTRICT'S RIGHT TO CANCEL SOLICITATION

The Christina School District reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Christina School District makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the Christina School District. Vendor's participation in this process may result in the Christina School District selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Christina School District to execute a contract nor to continue negotiations. The Christina School District may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a Christina School District Purchase Order signed by authorized representatives of the Christina School District, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS:

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS:

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The proposals shall be publicly opened at the time and place specified by the Christina School District. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware, the Christina School District, or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Christina School District shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME):

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

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B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:

The Christina School District shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the Christina School District.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
 - b. The offeror's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the offeror is qualified legally to contract with the Christina School District;
 - e. Whether the offeror supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which the Christina School District may establish.
4. If a Vendor is determined to be non-responsive, the Vendor shall be informed in writing.
5. The Christina School District reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

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C. PROPOSAL EVALUATION COMMITTEE:

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the Christina School District.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
 - Select more than one vendor pursuant to 29 Del. C. §6926.

D. REQUIREMENTS OF THE VENDOR:

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

Proof of Business Licensure in the State of Delaware
Proof of Insurance as detailed in the General Provisions
Bid Bond or Certified Check in the amount of 10% of the Bid Price
Completed Proposal Reply Section, including all attachments

E. CRITERIA FOR AWARD:

Award will be made to the lowest responsive and responsible bidder.

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F. BEST AND FINAL OFFERS

Deleted.

G. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the Christina School District may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the Christina School District will pay travel costs only for Christina School District personnel for these visits.

H. ORAL PRESENTATIONS

Deleted.

V. MANDATORY PREBID MEETING:

A mandatory pre-bid meeting has been scheduled for Thursday February 2, 2012 at 10:00 AM. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. The meeting will be held at:

Eden Support Services Center
925 Bear-Corbitt Road
Bear, DE 19701
Room 113

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. **DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

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VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. **INTERPRETATION OF ESTIMATES/QUANTITIES:**

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Christina School District may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

2. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. **PUBLIC INSPECTION OF PROPOSALS:**

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All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. **LAWS TO BE OBSERVED:**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

7. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

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8. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

9. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

10. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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12. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

13. **PRICES:**

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. **PRICE ADJUSTMENT:**

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) year period, the Christina School District shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

15. **SHIPPING TERMS:**

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FOB Destination, freight prepaid.

16. **FUNDING OUT or NON-APPROPRIATION:**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

- a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.
 1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

 2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Christina School District
600 North Lombard Street
Wilmington, DE 19801

Note: The State of Delaware shall not be named as an additional insured.

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18. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.
<https://onestop.delaware.gov/osbrlpublic/Home.jsp>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

19. **INDEMNIFICATION:**

a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

b. **Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

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20. **NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

21. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

22. **VENDOR NON-ENTITLEMENT:**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

23. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

24. **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vacircan@christina.k12.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory

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requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

25. **ORDERING PROCEDURE:**

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

26. **BILLING:**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

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27. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

28. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

29. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the Christina School District shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the Christina School District will forthwith proceed to collect for nonperformance of work.

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30. **VENDOR RESPONSIBILITY:**

The Christina School District will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

31. **VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

32. **ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

33. **PERSONNEL/EQUIPMENT/SERVICES:**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the Christina School District. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

34. **MINIMUM WAGE RATES:**

Vendors should be aware that work performed under this contract falls under the State of Delaware Prevailing Wage rates. Prevailing wage rates to be paid are included in this RFP on pages SC-16 and SC-17.

35. **TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:**

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. Termination for Cause If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

36. **TERMINATION OF CONTRACT:**

As a central contract, the contract resulting from this RFP may be terminated as follows by The Christina School District.

a. Termination for Cause - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

37. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

38. **INTEREST OF VENDOR:**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

39. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

40. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

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41. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

42. **TESTING AND INSPECTION:**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

43. **COVENANT AGAINST CONTINGENT FEES:**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

44. **GRATUITIES:**

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

45. **AFFIRMATION:**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

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46. **AUDIT ACCESS TO RECORDS:**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

47. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

48. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful vendor and the Christina School District.

49. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

50. **AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.

STATE OF DELAWARE
Christina School District

- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

51. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the Christina School District and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

52. **ASSIGNMENT:**

This contract shall not be assigned except by express prior written consent from the Agency.

53. **NOTICE**

Any notice to the Christina School District required under the contract shall be sent by registered mail to:

Nick Vacirca
Christina School District
925 Bear-Corbitt Road
Bear, DE 19701

54. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

C. **AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF PROPOSALS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **AWARD OF CONTRACT:**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. **WARRANTY:**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. **THE CONTRACT(S):**

The contract(s) with the successful Vendor(s) will be executed with the Christina School District acting for all participating governmental entities.

7. **INFORMATION REQUIREMENT:**

The successful Vendor's shall be required to advise and provide the Christina School District of the gross costs associated with this contract.

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Christina School District

VII. PROPOSAL REPLY SECTION for CONTRACT NO. CSD-2012-03

District Wide Pothole Blacktop Repairs and Concrete Work

Please fill out the attached forms fully and completely and return, in triplicate, with your proposal in a sealed envelope clearly displaying the contract number to the Christina School District by Friday, February 17, 2012 at 3:00 PM, at which time bids will be opened.

A mandatory pre-bid meeting has been scheduled for Thursday, February 2, 2012 at 10:00 AM in Room 113 of the Eden Support Services Center at 925 Bear-Corbitt Road, Bear, DE 19701. **This is a mandatory meeting.** If a Vendor does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

Proposals must be mailed to:

**Nick Vacirca
Christina School District
Eden Support Services Center
925 Bear-Corbitt Road
Bear, DE 19701**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

Attachment 1

Christina School District
Eden Support Services Center
925 Bear-Corbitt Road
Bear, DE 19701

NO PROPOSAL REPLY FORM

CONTRACT # CSD-2012-03

CONTRACT TITLE: District Wide Pothole Blacktop Repairs and Concrete Work

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

STATE OF DELAWARE
Christina School District

CONTRACT NO.: CSD-2012-03

TITLE: District Wide Pothole Blacktop Repairs and Concrete Work
OPENING DATE: February 17, 2012

Attachment 2

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Christina School District

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Christina School District

COMPANY NAME _____ Check one)

| | |
|--------------------------|-------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual |

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

| COMPANY CLASSIFICATIONS: CERT. NO. _____ | (circle one) | | (circle one) | | (circle one) | |
|---|--|--------|---|--------|--|--------|
| | <u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u> | Yes No | <u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u> | Yes No | <u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u> | Yes No |

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five 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 _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 3

Contract Name : District Wide Pothole Blacktop Repairs and Concrete Work
PROPOSAL REPLY SECTION

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

BF-4

CONTRACT NO. CSD-2012-03
Contract Name: District Wide Pothole Blacktop Repairs and Concrete Work
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

| | |
|----|---|
| 1. | List equipment OWNED by your company that is anticipated to be used in completion of this contract. |
| | |

| | |
|----|--|
| 2. | List equipment it is anticipated your company will need to purchase or rent for completion of this contract. |
| | |

Note: Add additional pages as needed.

STATE OF DELAWARE
Christina School District

Attachment 5

CONTRACT NO. CSD-2012-03
Contract Name: District Wide Pothole Blacktop Repairs and Concrete Work
PROPOSAL REPLY SECTION

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

| Confidentiality and Proprietary Information |
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Note: Add additional pages as needed.

CONTRACT NO. CSD-2012-03

Contract Name: District Wide Pothole Blacktop Repairs and Concrete Work

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

STATE OF DELAWARE
Christina School District

SUBCONTRACTOR INFORMATION FORM

ATTACHMENT 7

| PART I – STATEMENT BY PROPOSING VENDOR | | |
|---|---|--------------------|
| 1. CONTRACT NO. CSD-2012-03 | 2. Proposing Vendor Name: | 3. Mailing Address |
| 4. SUBCONTRACTOR | | |
| a. NAME | 4c. Company OMWBE Classification: Certification Number: _____ | |
| b. Mailing Address: | 4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR | | |
| 6a. NAME OF PERSON SIGNING | 7. BY (<i>Signature</i>) | 8. DATE SIGNED |
| 6b. TITLE OF PERSON SIGNING | | |
| PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR | | |
| 9a. NAME OF PERSON SIGNING | 10. BY (<i>Signature</i>) | 11. DATE SIGNED |
| 9b. TITLE OF PERSON SIGNING | | |

* Use a separate form for each subcontractor

STATE OF DELAWARE
Christina School District

ATTACHMENT 8

[illegible]

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

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|--|---------------|------------------------|----------------------|-----------------------|--------------------|------------------|-------------------------------|--|-------------------------|--|------------------------|---------------------------|--------------------------------|-------------------------|-------------------------------|--------------------------|-----------|--|
| State of Delaware | | | | | | | | | | | | | | | | | | |
| Subcontracting (2nd tier) Quarterly Report | | | | | | | | | | | | | | | | | | |
| Prime Name: | | | | | | | Report Start Date: | | | | | | | | | | | |
| Contract Name/Number | | | | | | | Report End Date: | | | | | | | | | | | |
| Contact Name: | | | | | | | Today's Date: | | | | | | | | | | | |
| Contact Phone: | | | | | | | *Minimum Required | | Requested detail | | | | | | | | | |
| Vendor Name* | Vendor TaxID* | Contract Name/ Number* | Vendor Contact Name* | Vendor Contact Phone* | Report Start Date* | Report End Date* | Amount Paid to Subcontractor* | Work Performed by Subcontractor UNSPSC | M/WBE Certifying Agency | Veteran/Service Disabled Veteran Certifying Agency | 2nd tier Supplier Name | 2nd tier Supplier Address | 2nd tier Supplier Phone Number | 2nd tier Supplier email | Description of Work Performed | 2nd tier Supplier Tax Id | Date Paid | |
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Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

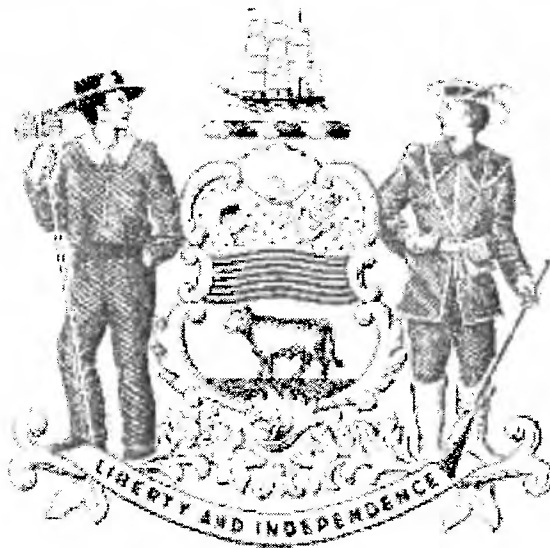
STATE OF DELAWARE
Christina School District

ATTACHMENT 10



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904
Telephone: (302) 857-4554 Fax: (302) 739-3779
Email: deomwbe@state.de.us
Web site: www.omwbe.delaware.gov

Important Information Please Read!

Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
- There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)857-4554.
- If your business is certified by **Delaware Department of Transportation (DelDOT), City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized application. You must also attach a copy of your certification and mail all documents to the OMWBE.
- Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- Unless otherwise indicated, copies of documents are sufficient.
- Any deficiency may delay the certification process.
- Certification generally takes four to six weeks.
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

| Documents to attach to your application | Sole Prop | Part/LLP | Corp/S-Corp | LLC | OMWBE Use |
|--|-----------|----------|-------------|-----|-----------|
| Notarized Minority and Women Business Enterprise Affidavit form | Yes | Yes | Yes | Yes | |
| Copy of any of the following state identification, license, birth certificate, permanent resident card, passport or tribal memberships | Yes | Yes | Yes | Yes | |
| Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available) | Yes | Yes | Yes | Yes | |
| Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees | Yes | Yes | Yes | Yes | |
| Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements | | Yes | | | |
| Articles of Incorporation with all amendments | | | Yes | | |
| Minutes of the last annual shareholders meeting | | | Yes | | |
| By-laws and By-law Amendments | | | Yes | | |
| Copy of most recent Stock Ledger | | | Yes | | |
| Copy of Certificate of Organization | | | | Yes | |
| Copy of Operating Agreement | | | | Yes | |
| Optional Information – Please read below for advantages of tax document submission* | | | | | |
| Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management. | Yes | Yes | Yes | Yes | |

* Submitting tax information provides OMWBE with documentation required to identify the business as a small business. If you would like to be identified as a small minority and women business enterprise please submit tax information. For additional information on small business criteria please visit <http://www.ccr.gov/SizeStandard.aspx> or <http://www.sba.gov/index.html> (most requested items). Please note the categorization of small business may provide additional opportunities.

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

Office of Minority and Women Business Enterprise

**100 Enterprise Place, Suite 4
Dover, DE 19904**

Phone: (302) 857-4554

Fax: (302) 739-3779

Web site: www.omwbe.delaware.gov

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Hispanic Americans. All persons having origins from Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or others Spanish or Portuguese culture or origin, regardless of race.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group:
African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
(Please reference above definitions)
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with “useful business functions.”
(Please reference above definitions)

Reasons for denial *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 857-4554 or visiting the web site www.omwbe.delaware.gov
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business Enterprise
100 Enterprise Place, Suite 4
Dover, DE 19904

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:

Office of Women and Minority Business Enterprise

100 Enterprise Place, Suite 4

Dover, DE 19904

If you have any questions regarding the completion of this application, please contact us at (302) 857-4554

Note – This section must be filled out in its entirety for the application to be processed.

Incomplete applications will not be processed.

| | | | | |
|---|-------------------------------|--|--------------------------------------|--------------------------------|
| 1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(FEIN/SSN) | | | | |
| Legal Name of Firm: | | | | |
| Doing Business As (If applicable): | | | | |
| Federal E.IN or SSN: | | E-Mail Address: | | |
| Address line 1: | | | | |
| Address line 2: | | | | |
| City | | State | Zip Code | Country |
| | | | | |
| Telephone Number: | | Extension: | Fax Number: | |
| Company Web Site Address: | | | | |
| Corp <input type="checkbox"/> | LLC* <input type="checkbox"/> | S Corp <input type="checkbox"/> | Partnership <input type="checkbox"/> | LLP** <input type="checkbox"/> |
| Sole Proprietor <input type="checkbox"/> | | Joint Venture <input type="checkbox"/> | | |
| If you are a non profit please discontinue completing the application. You must be a for profit business. | | | | |
| Date firm was established? | | | | |
| Date firm began doing business (date of first contract or sale) | | | | |

* Limited Liability Corporation

** Limited Liability Partnership

| | | | | |
|--|--|--|-------------|--------------------|
| 2. Primary owner applicant information | | | | |
| Name: | | Title: | | |
| Home Address: | | City: | State: | Zip Code: Country: |
| Telephone Number: | | Extension: | Fax Number: | |
| E-Mail Address: | | | | |
| Date owner acquired controlling interest? | | | | |
| Sex: <input type="checkbox"/> M <input type="checkbox"/> F | | Ethnic Group: | | |
| U.S. Citizen or Permanent Resident: | | <input type="checkbox"/> No <input type="checkbox"/> Yes | | |

Minority Business Enterprise

- ☐ African American
- ☐ Hispanic American
- ☐ Subcontinent Asian

| | |
|--------------------------|-----------------|
| <input type="checkbox"/> | Asian American |
| <input type="checkbox"/> | Native American |
| <input type="checkbox"/> | Other |

Women Business Enterprise

| | |
|--------------------------|--------------------|
| <input type="checkbox"/> | African American |
| <input type="checkbox"/> | Hispanic American |
| <input type="checkbox"/> | Subcontinent Asian |
| <input type="checkbox"/> | Other |

| | |
|--------------------------|-----------------|
| <input type="checkbox"/> | Asian American |
| <input type="checkbox"/> | Native American |
| <input type="checkbox"/> | White American |

| |
|--|
| |
|--|

| | | | | | |
|----|----|----|----|----|----|
| 1. | 2. | 3. | 4. | 5. | 6. |
|----|----|----|----|----|----|

| | | |
|---|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Building trade | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Other |
| <input type="checkbox"/> Consultant | <input type="checkbox"/> Supplier | |
| <input type="checkbox"/> Generalized service | <input type="checkbox"/> Highway | |
| <input type="checkbox"/> Licensed professional services | Construction | |

| Name | Title | Date Appointed | Gender | Ethnicity |
|--------------------------------|-------|----------------|--------|-----------|
| Officers of the Company | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Board of Directors | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

☐ No ☐ Yes (If yes, identity below)

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one) ☐ No ☐ Yes

10. Please list the gross receipts of last two years

| | |
|------------------|-----------------|
| (A) Year Ending: | Gross Receipts: |
|------------------|-----------------|

| | |
|------------------|-----------------|
| (B) Year Ending: | Gross Receipts: |
|------------------|-----------------|

11. Number of employees

Full time:

Part time:

Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

| | Name | Ethnicity | Gender |
|---|------|-----------|--------|
| Financial Decisions | | | |
| Estimating & Bidding | | | |
| Negotiating & Contract Execution | | | |
| Personnel Management | | | |
| Field/Production Operations Supervisor | | | |
| Office Management | | | |
| Marketing/Sales | | | |
| Purchasing of Major Equipment | | | |
| Authorized to Sign Company Checks (for any purpose) | | | |

| | | |
|---|------|----------|
| 13. Identify persons or firms who provide Legal, Accounting, and Banking services: | | |
| Attorney: | | Contact: |
| Phone: | Fax: | Email: |
| Address: | | |
| Accountant: | | Contact: |
| Phone: | Fax: | Email: |
| Address: | | |
| Bank: | | Contact: |
| Phone: | Fax: | |
| Address: | | |

| |
|--|
| 14. If the business is a corporation or LLC, please list the following information: |
| a. Total shares authorized: |
| b. Total shares issued to date: |
| c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes, please explain below)</i> |
| |

| | | |
|--|------|--------|
| 15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted. | | |
| 1. Company or Individual: | | |
| Address, City, State: | | |
| Phone: | Fax: | Email: |
| Description & Amount: | | |
| 2. Company or Individual: | | |
| Address, City, State: | | |
| Phone: | Fax: | Email: |
| Description & Amount: | | |
| 3. Company or Individual: | | |
| Address, City, State: | | |
| Phone: | Fax: | Email: |
| Description & Amount: | | |

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

17. Debarment: Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently prohibited from doing business with the State of Delaware (i.e., license revocation or denial)? ☐ No; ☐ Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ No ☐ Yes

| Name | Date Certified | Expiration Date |
|------|----------------|-----------------|
| a. | | |
| b. | | |
| c. | | |
| d. | | |
| e. | | |
| f. | | |

19a. Is the business classified as a small business as identified by The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 (13 CFR part121), Small Business Size Regulations. For more information please visit

<http://www.ccr.gov/SizeStandard.aspx>

☐ No ☐ Yes

19b. Is the business registered with the Central Contractor Registration www.ccr.gov (Please provide proof of registration)

☐ No ☐ Yes

20. How did you hear about the Office of Minority and Women Business Enterprise:

☐ OMWBE staff speak at an event sponsored by another organization

☐ OMWBE staff at a trade show or expo

☐ OMWBE's web site

☐ Materials published by OMWBE

☐ Referred by another organization

☐ Referred by the owner of an MBE or WBE

☐ Delaware state employee

☐ Other, please explain briefly:

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

| |
|---|
| For all companies |
| How many years has your company been conducting business with you as owner? |
| How many contracts, subcontracts, and/or sales has your company completed during the last 12 months? |
| What is the largest contract, subcontract, or sale your company completed in the past 24 months? |
| Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes |
| If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local |
| Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes |
| Number of government contracts, subcontracts, or sales completed (estimate): |
| For Construction-Related Companies Only (not including suppliers of construction materials) |
| What is your company's bonding capacity? \$ (indicate "unknown" if you do not know) |
| What % of your business is direct contracting? |
| What % of your business is subcontracting? |

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority and/or woman status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____

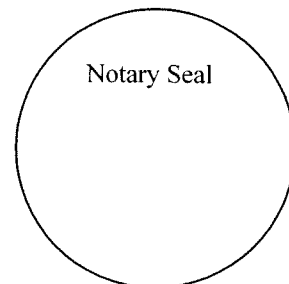
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____

Date



STATE OF DELAWARE
Christina School District

APPENDIX A
SCOPE OF WORK

As listed in the plans and specifications included in this RFP on Pages TS-1 through TS-26, and EX-1 through EX-19.

STATE OF DELAWARE
Christina School District

APPENDIX B
BID FORMS

CHRISTINA SCHOOL DISTRICT
BID #CSD-2012-03

BID PROPOSAL

DISTRICT WIDE POTHOLE BLACKTOP REPAIRS AND CONCRETE WORK

| Item No. | Estimated Quantity | Description | Unit Price Dollars & Cents | Estimated Total Dollars & Cents |
|----------|---|--|---|---|
| 1 | 620 S.Y. At Various Sites | Hot Mix Patching | <div>-----</div> <div>-----</div> <div>(\$_____) per square yard </div> | <div>-----</div> <div>-----</div> <div>(\$_____) </div> |
| 2 | 2,280 S.F. At Various Sites | Portland Cement Concrete Sidewalk | <div>-----</div> <div>-----</div> <div>(\$_____) per square foot </div> | <div>-----</div> <div>-----</div> <div>(\$_____) </div> |
| 3 | 550 S.F. at Newark H.S. Courtyard | Portland Cement Concrete Sidewalk (Restricted Access) | <div>-----</div> <div>-----</div> <div>(\$_____) per square foot </div> | <div>-----</div> <div>-----</div> <div>(\$_____) </div> |
| 4 | 50 L.F.R At Various Sites | Portland Cement Concrete Step Replacement | <div>-----</div> <div>-----</div> <div>(\$_____) per linear foot of riser (LFR) </div> | <div>-----</div> <div>-----</div> <div>(\$_____) </div> |

CHRISTINA SCHOOL DISTRICT
 BID #CSD-2012-03

| Item No. | Estimated Quantity | Description | Unit Price Dollars & Cents | Estimated Total Dollars & Cents |
|----------|--|--|---|------------------------------------|
| 5 | 25 L.F.R. At Newark H. S. Courtyard | Portland Cement Concrete Step Replacement (Restricted Access) | ----- ----- (\$_____) per linear foot of riser (LFR) | ----- ----- (\$_____) |
| 6 | 1 At Marshall Elementary School | Sidewalk Handicap Ramp | ----- ----- (\$_____) Each | ----- ----- (\$_____) |
| 7 | 1 At Marshall Elementary School | Install Catch Basin/Pipe | ----- ----- (\$_____) Lump Sum | ----- ----- (\$_____) |

CHRISTINA SCHOOL DISTRICT
 BID #CSD-2012-03

| Item No. | Estimated Quantity | Description | Unit Price Dollars & Cents | Estimated Total Dollars & Cents |
|----------|--|---|--|------------------------------------|
| 8 | 100 Square Feet At Jones Elementary School | Portland Cement Concrete Pad | ----- ----- (\$_____) per square foot | ----- ----- (\$_____) |
| 9 | 215 Square Yards | Regrading | ----- ----- (\$_____) per square yard | ----- ----- (\$_____) |
| 10 | 40 Linear Feet | Portland Cement Concrete Curb | ----- ----- (\$_____) per linear foot | ----- ----- (\$_____) |
| 11 | 22,000 Square Yards | Full Depth Paving Reconstruction | ----- ----- (\$_____) per square yard | ----- ----- (\$_____) |
| 12 | 340 Square Feet | Portland Cement Concrete Apron | ----- ----- (\$_____) per square foot | ----- ----- (\$_____) |

CHRISTINA SCHOOL DISTRICT
BID #CSD-2012-03

| Item No. | Estimated Quantity | Description | Unit Price Dollars & Cents | Estimated Total Dollars & Cents |
|----------|--------------------|--------------------------------------|---|---|
| 13 | 2 Each | Clean Catchbasin/Tre nch drain | <div>-----</div> <div>-----</div> <div>(\$ _____)</div> <div>each</div> | <div>-----</div> <div>-----</div> <div>(\$ _____)</div> |

Bid Total = _____

ADDENDA

The receipt of the following addenda is acknowledged:

Addenda No. Date of Addenda

This bid will not be withdrawn until sixty (60) days from the date of opening of bids, and the undersigned will abide by the bid security forfeiture provisions. Bid Security is attached to this Bid.

The Owner will have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

The Undersigned represents and warrants that he has complied and will comply with all requirements of local, state, and national laws; that no legal requirement has been or will be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; and that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder will, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

The undersigned declares that the person or persons signing this bid on behalf of the firm listed is or are fully authorized to agree to all the conditions and provisions of this bid.

Submitted _____, 2011.

(Firm Name)

(Address)

Operating as a corporation organized and existing under the laws of the

State of _____, OR operating as a proprietorship, partnership, joint venture or
individual consisting of the following principals: (Name all principals.)

SEAL (of Incorporation)

(Signature)

(Name)

(Title)

(Address)

(Phone Number)

(Delaware Business License Number)

(Federal Employer Identification Number)

SPECIAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications, and Addenda shall form part of the contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. SCOPE OF THE WORK

The work to be done under these specifications is to cover the completed work shown on the plans or called for in the specifications and other contract documents. The Contractor shall furnish all implements, machinery, tools, equipment, materials, and labor necessary to the performance of the work and shall furnish and do everything necessary to make the work perfect, complete, neat and finished, and the Contractor shall leave all work to be done under this contract in this condition, at the time the work is finally inspected.

3. INVOICING

Separate invoices shall be provided for each school or location.

4. STANDARD SPECIFICATIONS

The Delaware Department of Transportation Standard Specifications (2001) and Standard Details, latest revisions thereto, and the Technical Specifications contained herein shall govern the work to be performed under the Contract.

The above-mentioned documents shall be understood to be included as part of the construction documents for this project as if written or included herein.

5. LIABILITY OF CONTRACTOR

Whenever the Contractor is required by the existing State, Federal, local or municipal law, ordinance rules or regulations or by any State, Federal, local or municipal law, ordinances, rules or regulations that may be enacted hereafter pertaining to the work to be done under this contract to secure any permits or licenses to carry on any operation or operations in connection with the performance of the contract and/or to act under the direction or supervision of the Engineer and/or Christina School District employee in connection with any such operation or operations, the Contractor shall be solely liable for all suits, actions, costs and damages of every kind and description resulting or which may result directly or indirectly, from any such operation or operations and shall indemnify and save harmless the Christina School District from any and all suits, actions, costs, and damages of every kind and description arising or which may arise, directly or indirectly from the said operation or operations.

6. ENGINEER MAY INCREASE OR DECREASE QUANTITIES

The Engineer reserves the right to increase or diminish the amount of quantity of any unit price item included in the Bid or Proposal, wherever he deems it advisable or necessary so to do, and such increase or diminution shall in no way vitiate the contract. The Contractor shall be paid for the actual amount of quantity of authorized work done or materials furnished under any unit price item of the Bid or Proposal at the unit price stipulated for such item. In case the amount of quantity of any item is increased as above provided, the Contractor shall not be entitled to any damages, or increased compensation over and above the unit price bid and in case the amount of quantity of any item is diminished as above provided, the Contractor shall not have any claim for damages on account of loss of anticipated profits or otherwise, because of such diminution.

7. EXTRA WORK

The Contractors shall perform extra work, for which there is no quantity and price, included in the contract, whenever, to complete fully the work contemplated, it is deemed necessary or desirable, by written authority of the Engineer, and such extra work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon previously, in writing, by the Contractor and the Engineer, or where such a price or sum cannot be agreed upon by both parties or where this method of payment is impracticable, the Engineer may order the Contractor to do such work on a "Force Account" basis.

8. FORCE ACCOUNT WORK

All extra work done on a Force Account basis will be paid for in the following manner:

- A. For all labor and foreman in direct charge of the work, the Contractor shall receive the rates of wage applicable to this contract for each and every hour that said labor and foreman are actually engaged in work.
- B. For all materials used, the Contractor shall receive the actual cost of such materials, as shown by original receipted bills.
- C. An additional amount of twenty-five percent (25%) of the total cost of labor and materials of A and B above, shall be added to allow for profit and overhead of subcontractors and Contractor.
- D. For any machine-powered tools or equipment and for any hauling equipment including fuel and lubricants, which it may be deemed necessary or desirable to use, the Engineer shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for each and every hour that said tools or equipment are in use on such work, and to its sum no percentage shall be added.
- E. The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a Force Account basis, and shall include superintendence, use of tools and equipment to which no rental is allowed, and

profit. The Contractor's representative and the Inspector shall compare records of extra work on a Force Account basis at the end of each day. Copies of these records shall be made in duplicate upon the Engineer's Force Account forms provided for this purpose by the Inspector and the Contractor's representative, one copy being forwarded respectively to the Engineer and the Contractor. All claims for extra work done on a Force Account basis shall be submitted to the Engineer by the Contractor upon certified triplicate statements, which shall also include the value of all material used in such work, and said statement shall be filed no later than the fifteenth (15th) day of the month following that in which the work was actually performed and shall include all labor charges, and material charges insofar as they can be verified.

Should the Contractor refuse or fail to execute the work as directed or submit his claim as required, then the Engineer may withhold payment of all current estimates until the Contractor's refusal or failure is eliminated, or, after giving the Contractor due notice, the Engineer may make payment for said work on the basis or reasonable estimate of the value of the work performed.

On extra work as defined in this paragraph, the Contractor will be reimbursed for his expenditures for Workman's Compensation Insurance, Social Security taxes, and Unemployment Compensation covering the employees actually engaged upon such work. No percentage will be added to such payments, but the Contractor shall be entitled to receive only the actual Public Liability Insurance, Social Security taxes and Unemployment Compensation. Such payments shall be based upon the prevailing standard insurance rates supported by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

9. EXTENSION OF TIME

Should the Contractor allege to be delayed in the completion of the work by the act, neglect, or default of the owner under the work, or by damage, caused by fire, flood, or other casualty for which the Contractor is not responsible, he may petition that the time fixed for completion of the work will be extended for a period equivalent for the time lost by any or all that causes aforesaid, which extended period shall be determined and fixed by the Engineer, but no such allowance will be made unless a claim therefore is presented in writing to the Engineer within five (5) days of the occurrence of such delay, and then only when granted in writing with the signature of the Engineer.

10. TERMINATION; DELAYS

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for additional cost incurred by the Owner for any delay in the

completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize, in completing the work, any materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

The right of the Contractor to proceed shall not be terminated for any delays in the completion of the work due:

- A. To any acts of the Government, including controls or restriction upon or Requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- B. To any acts of the Owner;
- C. To causes not reasonably foreseeable by the parties to this contract at the time of the Execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and other extreme weather conditions; and
- D. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs above.

Provided, however, that the Contractor promptly notified the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time of completing the work for a period of time commensurate with the period of excusable delay.

Should the completion of the work be delayed beyond the time herein specified for completion for any reason other than the act of neglect of the Owner, or an approved extension of time, the Contractor shall pay the Owner the actual engineering expenses incurred by the Owner as a result of such delay and the Owner may deduct such engineering costs from any payments due or to become due the Contractor.

11. UNAUTHORIZED WORK

Work done beyond the lines and grades shown on the plans or as given, except as herein provided, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be measured by the Engineer or paid for by the Christina School District. Work so done may be ordered removed and replaced by the Engineer at the Contractor's expense.

12. EXECUTION OF WORK

The Contractor shall begin work to be performed under the contract within ten (10) days after the date of the contract. The place where the work is to be started will be designated by the Engineer. The work shall be executed from as many different points, in such time as may be directed and shall be conducted in such a manner and with sufficient materials, equipment, and labor as is considered necessary to insure its completion within the time set forth in the contract.

Should the execution of the work for any reason be discontinued by the Contractor with the consent of the Engineer, he shall notify the Engineer at least twenty four (24) hours before again resuming operations.

13. COOPERATION OF CONTRACTOR AND REPRESENTATIVE

The Contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Engineer in every way possible. The Contractor shall have at all times competent and reliable English-speaking representatives on the worksite, authorized to receive orders and act for him.

14. LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules, regulations in any manner affecting the work, and all such orders or decrees as exist at present and those which may be enacted later, or bodies or tribunals having any jurisdiction or authority over the work and shall indemnify and save harmless the Christina School District and all its officers and agents and servants against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, rule, order or decree, whether such violations are by the Contractor, or any subcontractor, or any of their agents, and/or employees.

15. SANITARY PROVISION

The Contractor shall provide and maintain in a neat, sanitary condition such sanitary conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance.

16. WATER SUPPLY

Any fire hydrants located on school property are not to be used as a means of water supply for the contractor. The contractor is responsible for supplying his own water source.

17. PUBLIC CONVENIENCE AND SAFETY

The Contractor at all times shall conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience of the general public and of the residents and occupants of property along and adjacent to the work shall be provided for in an adequate and satisfactory

manner. Materials stored upon a highway shall be placed so as to cause as little obstruction to the traveling public as is considered necessary. Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times, and no material or obstruction shall be placed within fifteen (15) feet of any hydrant. Footways and portions of highways and streams adjoining the work under construction shall not be obstructed more than is absolutely necessary. All gutters and sewer inlets shall be kept unobstructed at all times. In no case shall any traveled thoroughfare be closed without permission of the Engineer.

18. MAINTENANCE OF TRAFFIC

The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the work and shall use every precaution necessary to prevent damage or injury to property or persons. The Contractor shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent witnesses or otherwise references their location, and shall not remove them until directed. The Contractor shall not willfully nor maliciously injure or destroy trees or shrubs and shall not remove or cut them without proper authority. He shall be strictly responsible for any and all damage or injury of every kind and description, which directly or indirectly may be done to any property or sustained by all persons during the execution of the work resulting from any wrongdoing, misconduct, want of skill, or any negligence of himself or his agents and or employees, or at any time due to defective work or materials. Where or when any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on part of the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to make good such damage or injury, the Engineer may, upon three (3) days notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof may be deducted from any moneys due or which may become due to the Contractor under this contract.

19. DAMAGE TO UTILITIES

The Contractor is responsible for contacting Miss Utility to arrange for location of underground utilities in the area of the work. Should the Contractor or his employees in the execution of this Contract cause damage to any underground construction, such as, but not limited to, water, sewer, storm drain, telephone, electric, cable, gas, or police conduit, whether or not such utility has been located by Miss Utility, such damage shall be repaired or replaced by the Contractor at his own expense and under the direction of the Engineer or utility company, or such repairs to the damaged utility or utilities may be made by employees of the respective utility company or companies whose underground structure was damaged by the Contractor or his employees, and such costs for these repairs shall be paid by the Contractor.

20. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of all work as indicated in writing by the Engineer, it shall be under the charge and care of the Contractor, and he shall take every precaution against the destruction, injury or damage to the work or to any part thereof by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all destruction of, injuries or damage to the work, or any portion thereof, occasioned by any of the above causes before its final completion and acceptance as indicated in writing by the Engineer.

21. SUPERVISION BY ENGINEER

The work is to be carried out under the supervision of the Engineer to his entire satisfaction. The work and material shall be strictly of the best quality of the kinds specified herein, and should any work or materials other than those specified as shown be introduced into construction of the work, the Engineer, or his authorized agent, shall have full power to reject them, and they shall be removed from the premises within three (3) days by the Contractor after being notified to do so.

22. AUTHORITY OF ENGINEER

The Engineer shall in all cases determine the amount of quantity, quality, acceptability of the work and materials which are to be paid for under this contract and shall decide all questions in relations to said work and the performance thereof; and shall, in all cases, decide questions which may arise relative to the fulfillment of the Contract to the obligations of the Contractor hereunder.

23. AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part of the work and to the preparation or manufacture of the materials to be used. An Inspector will be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and the work performed by the Contractor fails to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor any such failure or other default, but no inspection, nor any failure to inspect, any time or place, however, shall relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, to approve or accept any portion of the work, nor interfere with the management of the work by the Contractor. Any instructions which the Inspector may give the Contractor shall in no way be construed as binding by the Engineer or the Christina School District in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

24. INSPECTION OF MATERIALS AND WORK

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and

contract. At the Engineer's request, the Contractor, at any time before acceptance of the work, shall remove and/or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, removing, replacing the covering, and/or making good the parts removed shall be paid for; but should the work exposed or examined prove unacceptable, either in whole or in part, the uncovering, removing, replacing of the covering and/or making good of the parts removed, shall be at the Contractor's expense.

25. DEFECTIVE MATERIALS AND WORK

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials whether in place or not, shall be rejected and shall be removed immediately from the work unless otherwise permitted. No material which has been rejected, the effects of which have been corrected or removed, shall be used until approval has been given. All work, which has been rejected or condemned, shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense.

26. FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of these specifications within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials of work to be removed and renewed, and for such repair to be made at the Contractor's expense. Any expense incurred by the Christina School District in the making these removals, renewals, or repairs, which the contractor has failed or refused to make, shall be paid out of the moneys due or which are to become due to the Contractor, or may be charged against the contract bond deposited; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs, removals, and renewals promptly, fully, and in an acceptable manner shall be sufficient cause for the Christina School District to declare the contract forfeited, in which case the Christina School District, at its option, may perform the work or may contract with any other individual, firm, or corporation to perform the work. All expenses incurred hereby shall be charged against the defaulting contractor, and the amount thereof deducted from any moneys due or to become due him and/or shall be charged against the contract bond deposited. The performance of any work by the Christina School District and/or others specified shall not relieve the contractor in any way from his responsibilities under this contract.

27. CLEANING UP

The Contractor shall at his own expense, keep the sites of his operations clean during the construction and remove all rubbish as it accumulates.

Upon failure of the Contractor to keep sites of his operation clean to the satisfaction of the Engineer, the Christina School District may, upon twenty-four (24) hours notice to the Contractor, remove any

rubbish, materials, earth, etc., which the Engineer may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any moneys that may be due him.

28. TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such a period or periods as he may deem necessary due to unsuitable weather, or such other conditions considered unfavorable for the suitable prosecution of the work, or for such time as is necessarily due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every precaution to prevent destruction, damage, or deterioration of the work performed, to provide suitable roof drainage, and erect temporary cover where necessary. The Contractor shall not suspend the work without authority. Neither the failure of the Engineer to notify the Contractor to suspend work on account of bad weather, or other unfavorable conditions nor permission by the Engineer to continue work during bad weather or other unfavorable conditions, shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

29. ANNULMENT OF CONTRACT

If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient materials to insure the proper completion of said work, except in cases for which an extension of time is provided, or perform the work suitably, or neglect or refuse to promptly remove materials, or again promptly perform such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or solvency, or any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors or shall fail to make prompt payment for all sub-contractors and/or material, for material and/or labor supplied, or shall persistently disregard any State, Federal, local, or municipal laws, ordinances, rules or regulations pertaining to the work, or shall disregard the instructions of the engineer, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice in writing, mailed to the Contractor and/or Surety of such delay, neglect, default, specifying same, and if the Contractor within the period of three (3) days after such written notice is mailed, shall not proceed in accordance with the same, then the Christina School District shall upon written certification from the Engineer of the fact of such delay, neglect, default and the Contractor's failure to comply with such notice, have full power and authority without prejudice to any of its other rights or remedies and without violating the contract, to terminate the employment of said Contractor and to take prosecution of the work out of the hands of said Contractor and to take possession of the premises and to appropriate the use of any or all materials, appliances, and equipment on the premises and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in its opinion, shall be deemed expedient and necessary for the completion of said contract in accordance with the plans and specification, and within such time as in the judgment of the Christina School District, the public interests may require. In the event of any of the aforesaid circumstances arising at any time or times, the Christina School District shall have the right to withhold, without

the payment of interest, any sum or sums of money due or to become due to the Contractor until the interest of the Christina School District has been fully protected to the satisfaction of the Engineer. All costs and expenses incurred by the Christina School District together with the cost of completing the work under the contract, including the cost of additional material and administrative services, if any, shall be deducted from the moneys due or which may become due said Contractor. In the case of expense so incurred by the Christina School District being less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under the contract, Contractor and/or Surety shall be liable therefore, and shall pay the amount of the difference to the Christina School District within ten (10) days after the written notice is mailed to the Contractor and/or Surety. The expense, loss, or damage, including the cost of additional managerial and administrative services, if, any, incurred by the Christina School District through the Contractor's defaults shall be certified by the Engineer, and such certification shall be conclusive and recognized and accepted as the correct amount of the loss sustained by the Christina School District and by all parties concerned.

30. MEASUREMENT OF QUANTITIES

All work completed under the contract shall be measured by the Engineer according to the United States Standards of Measures.

31. MATERIALS AND WORK NOT PAID FOR BY THE CONTRACT

When written notice is given to the Engineer before or within ten (10) days after the completion and conditional acceptance of the entire work under the contract that there is money due and unpaid for said work and materials, the Contractor shall furnish the Engineer with satisfactory evidence that said money has been fully paid or satisfactorily secured by him. In case such evidence is not furnished as aforesaid, such amounts as may be necessary to meet the claims of the persons or aforesaid may be retained from any moneys due the contractor under the contract until the liabilities aforesaid shall be fully discharged or such notices withdrawn. The Christina School District or the Engineer may also, with the written consent of the Contractor, use any money retained, due for both labor and materials for work, for which claims have been filed in the office of the Engineer.

32. NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

The Christina School District, or the Engineer, shall not be precluded or estopped by any measurement, estimate or certifications made or given by them or by any agent or employee of the Christina School District, under any provision or provisions of the contract, at any time, either before or after the completion and acceptance of the work and payment therefore, pursuant to any measurement, estimate or certificate from showing the true and correct amount and character of the work performed and materials furnished by the Contractor or from showing at any time that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular, or that the work or the materials, or any part thereof, do not conform in fact to specifications and contract, and the Engineer shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurement, estimate, or certificate or payment be found or be known to be inconsistent with the terms of the contract, or otherwise improperly given, the Christina School

District shall not be precluded and estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith from demanding and recovering from the Contractor and his Surety such damages as it may sustain by reason of his failure to comply with terms of the specifications and contract. Neither the acceptance by the Christina School District, the Engineer, or any agent or employee of the Christina School District, nor any certificate by the Christina School District for payment of money, nor any payment for, nor acceptance or use of, the whole or any part of the work, by the Christina School District or the Engineer, nor any extension of time, nor any possession taken by the Christina School District or its employees, shall operate as a waiver of any portion of the contract, or of any power herein reserved by the Christina School District, or any right to damages herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

33. CLAIMS TO BE MADE PROMPTLY

Should the Contractor be in the opinion, at any time, that he is entitled to any additional compensation whatsoever, (over and above the compensation stipulated in these contract documents or for quantities and/or amounts over and above the quantities and/or amounts allowed or approved by the Engineer), for the damages, losses, costs, and/or expenses which have been sustained, suffered, or incurred by him in connection with the project herein contemplated, he shall in each instance within five (5) days after such alleged damages, losses, costs, and/or expenses shall be sustained, suffered, or incurred, make a written claim therefore to the Engineer. The Contractor shall file with the Engineer a written itemized statement of the detailed amounts of each such claim or damages, losses, costs, and/or expenses, and unless such claim for such additional compensation shall be held and taken to be absolutely invalid, he shall be entitled to any compensation on the account of each such alleged damage, loss, cost, and/or expense. The provisions of this section shall be held and taken to constitute a condition precedent to the right of the Contractor to recover; they shall also apply to all claims by the Contractor in any ways relating to the complete project; and even though the claims and/or work involved may be regarded as Outside the Contract. It is understood and agreed, however, that nothing in this section contained shall be held or taken to enlarge in any way the rights of the Contractor or the obligations of the Christina School District under these documents.

34. EXTRA WORK A PART OF THE CONTRACT

No order for extra work nor the doing of any extra work at any time or place shall in any manner or to any extent relieve the Contractor or the Surety of his bond from any of their obligations under the contract documents; all extra work orders being given and all extra work being done, under, and in accordance with the contract is to be considered a part of the same subject to each and every one of the terms and requirements of the contract documents, and fully covered by the bond furnished by the Contractor.

35. SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation, as provided in the Bid or Proposal, in full payment for furnishing all materials, labor, tools and equipment and for performing all work contemplated and embraced under the contract; also for all loss or damages arising out of the nature

of the work, or from the action of the elements or from any unforeseen difficulties or obstructions, which may arise or be encountered during the prosecution of the work, until its final acceptance by the Christina School District, and for risks of every description connected with the prosecution of the work, until its final acceptance by the Christina School District, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred by, or in the consequence of the suspension or discontinuance of the prosecution of the work as herein specified and for any actual or alleged infringement of patent, trade name, or copyright and for completing the work and the whole thereof, in an acceptable manner according to the plans and specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way or in any decree, prejudice, or affect the obligations of the Contractor, at his own cost and expense, to renew or replace any defects and imperfections in the construction of the work or in the strength of the quality of materials used in appurtenances, as well as all damages due or attributable to such defects, which defects, imperfections, or damages shall be discovered on or before the final inspection and acceptance of the work, and of which defect, imperfection, or damages, the Engineer shall be the judge, and the said Contractor shall be liable to the Christina School District for failure so to do.

36. PARTIAL PAYMENTS

The Engineer will make current estimates in writing, once each month, of the materials in place complete, and the amount of work performed in accordance with the contract, during the preceding month or period and the value thereof figured at the unit prices of the contract, and in case of lump sum items, figured on the basis of the schedule to be agreed upon, as thereafter provided for.

From the total of the amounts so ascertained will be deducted an amount equivalent to ten (10%) percent of the whole to be retained by the Christina School District. Ten percent (10%) will be retained on all Contractor's invoices until the project has reached 50% completion. At that time the retainage shall be reduced to five percent (5%).

37. CONDITIONAL ACCEPTANCE

Whenever, in the opinion of the Engineer, the Contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the Engineer shall make an inspection of the entire work, and upon inspection and acceptance, completion of all repairs or renewals which may appear at the time to be necessary, in the judgment of the Engineer, he shall certify to the Owner in writing as to said completion and as to the value thereof. The aforesaid certificate shall be held and taken to evidence the conditional acceptance of the entire work by the Owner as of the date thereof. The Christina School District shall continue to reserve and retain five percent (5%) for a period of three (3) months from and after the date of such certificate and conditional acceptance, and the Christina School District shall be authorized to apply the whole of any part of the said five percent (5%) so retained to any and all cost of repairs and renewals of the work and appurtenance which may become necessary, in the judgment of the Engineer, during such period of three (3) months on account of any failure or defects in the work, if the Contractor shall fail to make such repairs or renewals within three (3) days after receiving notice from the Christina School District to do so.

38. FINAL ACCEPTANCE AND PAYMENT

The Engineer shall make final inspection of the entire work and upon confirmation of all repairs and renewals which may appear at that time to be necessary in the judgment of the Engineer, he shall certify to the Owner in writing as to the final acceptance of the entire project. The Owner, upon receipt and approval of said certificate, shall pay, or cause to be paid, all sums due under the contract, except such sums which have already been paid and except such sum or sums as may have been expended by the Owner under the provisions of the contract documents and less any other deductions the Owners may be otherwise entitled to make.

The last mentioned certificate issued by the Engineer shall be deemed and accepted by all the parties hereto as evidence of the final completion and acceptance of the entire project, and the payment made by the Owner to the Contractor pursuant to the issuance of said certificate of final completion and acceptance shall be deemed to be accepted by all of the parties hereto as the final payment to be made by the Owner to the Contractor, all prior certificates or estimates upon which payments may have been made being partial estimates and subject to correction in said final payment.

39. LAST PAYMENT TO TERMINATE LIABILITY TO THE OWNER

The acceptance by the Contractor of the final payment shall operate as and be a release to the Owner and every agent thereof from all claims and liabilities by the Contractor for anything done or furnished or relating to the work, or for any act or neglect of the Owner or any persons relating to or affecting this work.

40. NO LIMITATION OF LIABILITY

It is understood and agreed that any and all duties liabilities, and/or obligations imposed upon or assumed by the Contractor and the surety, or either of them by or under the contract documents, shall be taken and construed to be cumulative, and that the mention of any specific duty, liability, or obligation to be imposed upon or assumed by the Contractor and/or Surety under the contract documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities and/or obligations imposed upon or assumed by the Contractor and/or Surety by or under the contract documents.

41. REMEDIES CUMULATIVE

All remedies provided in the contract documents shall be taken and construed to be cumulative; that is, in addition to any and all other remedies provided therein and to any remedies in law of equity which the Christina School District would have in any case.

42. LEGAL ADDRESS

The address given in the bid or proposal is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Engineer. The delivering to such legal address or the depositing in any post office in a post-paid registered

wrapper, directed to the above mentioned address, of any notice, letter, or other communication to the Contractor, shall be deemed to be a legal and sufficient service thereof upon the Contractor.

43. CONTRACTOR'S EXPENSE

All things required by the contract documents to be done, furnished, and/or installed shall be done, furnished, and/or installed by the Contractor at his entire cost and expense, unless otherwise provided therein.

44. ACCESS TO WORK

The Engineer may at any time enter upon the work and the premises used by the Contractor, and the Contractor shall provide proper and safe facilities by means of ladders or otherwise to secure convenient access to all parts of the work and all other facilities necessary for inspection, as may be required by the Engineer.

45. GUARANTEE

The Contractor hereby guarantees all work performed under this contract for a period of one (1) year from the date of the Final Acceptance and Payment thereof by the Christina School District as follows:

- A. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- B. That the work performed under this contract, including all mechanical and electrical equipment and appurtenances, and each and every part thereof, shall operate (with proper care and maintenance) in a satisfactory and efficient manner and in accordance with the requirements of these contract documents.

The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct, or repair, without cost to the Christina School District, any work which may be found to be improper or imperfect and/or which does not operate in a satisfactory manner or fails to perform as specified.

The guarantee obligations assumed by the Contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the Christina School District or any articles, materials, means, combinations, or things used or to be used in the construction, performance, completion of the work or any part thereof.

No use or acceptance by the Christina School District of the work or any part thereof nor any failure to use the same, nor any repairs, adjustments, replacements, or corrections made by the Christina School District due to the Contractor's failure to comply with any of his obligations assumed under these contract documents shall impair in any way the guarantee obligations of the Contractor under these documents.

46. DRUG AND ALCOHOL POLICY

Any outside contractor working for the Christina School District who uses Commercial Drivers License (CDL) drivers to perform work for the Christina School District shall provide to the Christina School District, prior to doing any work, a notarized affidavit certifying that the contractor's employees covered by the DOT CDL regulations are participating in a valid Drug and Alcohol Testing Program, and shall submit to the Christina School District a copy of the contractor's most recent DOT reporting form setting forth test results.

47. CONFLICT WITH FEDERAL STATUTES OR REGULATIONS

If any provision of this chapter conflicts or is inconsistent with any statute, rule or regulation of the Federal Government applicable to a project of activity the cost of which is to be paid or reimbursed in whole or in part, by the Federal Government, and due to such conflict or inconsistency the availability of Federal funds may be jeopardized, such provision shall not apply to such project or activity.

48. WAGE RATES

The Prevailing Wage Rates for this project follow this page.

Note: It is the Contractor's responsibility to comply with the applicable Prevailing Wage Requirements of the State of Delaware Department of Labor.



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
225 Corporate Boulevard, Suite 104
Newark, Delaware 19702
Via Facsimile and Regular Mail

TELEPHONE (302) 761-8200
(302) 451-3423
FAX (302) 368-6604

November 30, 2011

Mr. Neil Carlson, Designer
Vandemark & Lynch Inc.
4305 Miller Rd
P O Box 2047
Wilmington, DE 19899

Re: Christina School District - 2011 District Wide Blacktop and Concrete Repairs, New Castle County, Delaware

Dear Mr. Carlson:

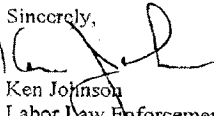
I am responding to your request for a category determination for the Christina School District - 2011 District Wide Blacktop and Concrete Repairs, which is a state funded construction project located in New Castle County, DE. The work consists of full depth paving, repairs to blacktop, sidewalk, curbs, steps, and catch basins. You estimate the total cost of construction for this project to be \$297,975.00.

Based upon the information you provided the Department of Labor has determined that this project is a Highway Construction project.

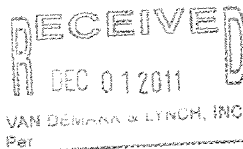
Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2011, prevailing wage rates for Highway Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest 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.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3406.

Sincerely,


Ken Johnson
Labor Law Enforcement Officer
kennethw.johnson@state.de.us

Enclosure



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 HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2011

| CLASSIFICATION | NEW CASTLE | KENT | SUSSEX |
|---------------------------|------------|-------|--------|
| BRICKLAYERS | 44.98 | 44.98 | 14.51 |
| CARPENTERS | 40.86 | 48.31 | 38.62 |
| CEMENT FINISHERS | 28.11 | 24.68 | 23.29 |
| ELECTRICAL LINE WORKERS | 22.50 | 54.05 | 54.05 |
| ELECTRICIANS | 57.10 | 57.10 | 57.10 |
| IRON WORKERS | 42.20 | 22.98 | 25.35 |
| LABORERS | 25.44 | 23.33 | 24.00 |
| MILLWRIGHTS | 16.11 | 15.63 | 13.49 |
| PAINTERS | 41.42 | 41.42 | 41.42 |
| PILEDRIERS | 59.23 | 23.75 | 26.95 |
| POWER EQUIPMENT OPERATORS | 31.46 | 26.00 | 26.31 |
| SHEET METAL WORKERS | 22.75 | 20.31 | 18.40 |
| TRUCK DRIVERS | 26.54 | 21.68 | 19.96 |

CERTIFIED: 11/36/11

BY: [Signature]
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: Christina School District - 2011 District Wide Blacktop and Concrete Repairs, New Castle County

RECEIVED
DEC 01 2011

VAN DUSEN & LYNCH, INC.
Per:

TECHNICAL SPECIFICATIONS

1. HOT-MIX PATCHING

A. Description

The item consists of the saw cutting and removal, by milling or excavation, of existing Bituminous material and/or Concrete and base or other material, at the locations marked in the field by the Engineer, and furnishing and placing new paving in accordance with these specifications and the detail in this Project Manual, re-applying any pavement markings disturbed by the patching operation, and joint sealing, as directed by the Engineer.

HOT-MIX PATCHING is to be used at various Christina School District sites, as directed by the Engineer.

The quality of materials and performance of work specified in this section shall be in accordance with the Delaware Department of Transportation's Standard Specifications for Road and Bridge Construction, dated August 2001, as amended (STANDARD SPECIFICATIONS). All work shall comply with all applicable codes, ordinances, and rules and regulations in effect.

B. Materials

1. Hot-Mix Bituminous Concrete Pavement shall conform to Section 401, HOT MIX HOT LAID BITUMINOUS CONCRETE PAVEMENT, of the STANDARD SPECIFICATIONS.
2. Graded Aggregate Base Course shall conform to Section 302, GRADED AGGREGATE BASE COURSE, of the STANDARD SPECIFICATIONS.
3. Joint sealant shall be a blend of asphalt cement and a mixture of crumb rubber, in accordance with section 807 of the STANDARD SPECIFICATIONS.
4. Pavement markings shall be in accordance with section 748 of the STANDARD SPECIFICATIONS.

C. Construction Methods

1. Construction Methods shall be in accordance with Section 401, HOT MIX HOT LAID BITUMINOUS CONCRETE PAVEMENT, of the STANDARD SPECIFICATIONS.
2. The existing paving shall be saw cut at the limits marked in the field by the Engineer. The existing flexible pavement within the area of the repair shall be removed at the depth determined by the Engineer and disposed off site. Excavated areas shall be free of surface or ground water before placement of new paving or base.
3. The exposed sub-grade should be compacted to provide firm surface for

placement of Hot-Mix, Type "C". Unauthorized excavation shall be at the Contractor's expense, and shall be backfilled with Graded Aggregate Base Course or Hot-Mix Type "C" at no additional cost to the Owner.

4. Tack coat shall be placed on all contact surfaces in accordance with Section 401.07 of the Standard Specifications. Hot-Mix Hot Laid Bituminous Concrete Type "C" shall be placed within the prepared repair area in 2-inch lifts. The joints between the repair patch and existing pavement shall be sealed with a hot asphalt joint sealer meeting the requirements of Section 807 of the STANDARD SPECIFICATIONS.
5. Joints will be sealed using the following procedure;
 - a. Plow out existing pavement cracks to a depth of 1"
 - b. Remove any loose material by blowing with compressed air
 - c. Ensure all surfaces in and around joint to be sealed are clean and dry
 - d. Apply sealant with equipment approved by the Engineer
 - e. After sealant is applied, it shall be evenly spread along the pavement surface, extending 2 inches on either side of the crack or joint being sealed.
 - f. After the first application of sealant cools and subsides, a second application shall be applied in the same manner as the first, to ensure that the sealant is flush with the pavement surface.
6. All work shall comply with all applicable codes, ordinances, and rules and regulations in effect.

D. Submissions

1. Job Mix Formula
2. Material Slips
3. Provide Material Slips at the end of each working day.

E. Method of Measurement

The yardage of **HOT-MIX PATCHING** to be paid for under this section shall be the actual number of square yards of patching, of the thickness specified, constructed in accordance with these requirements, complete in place and accepted. The dimensions for measurement will be from the outsides of the completed patches, as constructed.

F. Basis of Payment

The number of square yards of patching, determined as provided above, will be paid for at the contract unit price per square yard bid for **HOT-MIX PATCHING**, which price and payment shall be full compensation and payment for saw cutting, removal and disposal of existing materials, for preparing the subgrade, furnishing, hauling and placing, the specified patching materials, joint sealing, and all labor, materials, equipment, tools, and incidentals necessary to complete the job. Replacing in kind of any pavement markings disturbed or destroyed by patching operations shall be considered

incidental to this item. It shall be the Contractor's responsibility to document the existing pavement markings before excavating.

END OF SECTION

2. PORTLAND CEMENT CONCRETE SIDEWALK

AND

3. PORTLAND CEMENT CONCRETE SIDEWALK (RESTRICTED ACCESS)

A. Description

PORTLAND CEMENT CONCRETE SIDEWALK shall consist of the demolition, removal and disposal off-site of existing concrete sidewalk, and construction, in accordance with the detail in this Project Manual, of 4" Portland Cement Concrete sidewalk, on 4" (compacted thickness) of Graded Aggregate Base Course Type 'A' (GABC), at locations marked in the field by the engineer.

PORTLAND CEMENT CONCRETE SIDEWALK (RESTRICTED ACCESS) shall consist of the demolition, removal and disposal off-site of existing concrete sidewalk, and construction, in accordance with the detail in this Project Manual, of 4" Portland Cement Concrete sidewalk, on 4" (compacted thickness) of Graded Aggregate Base Course Type 'A' (GABC), in the Courtyard at Newark High School.

These items shall include, but not be limited to the following:

1. Saw cutting and removing existing sidewalk and base where directed by the Engineer.
2. Furnishing and placing 4 inches (compacted thickness) of Graded Aggregate Base Course Type A.
3. Placing new sidewalk, and necessary joint material.

B. Materials

1. Portland Cement Concrete shall conform to STANDARD SPECIFICATIONS Section 812, PORTLAND CEMENT CONCRETE, for Class B Concrete.
2. Expansion Joints shall conform to STANDARD SPECIFICATIONS Section 705.03.
3. Graded Aggregate Base Course shall conform to Section 302, GRADED AGGREGATE BASE COURSE, of the STANDARD SPECIFICATIONS.

C. Construction Methods

1. Portland Cement Concrete Sidewalk shall be constructed in accordance with the requirements of Section 705, PORTLAND CEMENT CONCRETE SIDEWALK, of the STANDARD SPECIFICATIONS, and in accordance with the Project Manual.
2. Graded Aggregate Base Course shall be constructed in accordance with Section 302, GRADED AGGREGATE BASE COURSE, of the STANDARD

SPECIFICATIONS.

3. Care shall be exercised by the Contractor in removal of concrete to be replaced, to insure that no damage occurs to any items to remain. Any damage to such items shall be replaced or repaired by the Contractor at no additional cost to the Owner.
4. Concrete shall be broken up with an approved power-breaking machine. All concrete and materials removed shall be taken off the project site and disposed in a lawful manner.
5. Contractor is advised that the entrance to the Courtyard at Newark High School is through a pedestrian tunnel beneath the building. The tunnel opening is approximately 6 feet high. Contractor should select equipment for **PORTLAND CEMENT CONCRETE SIDEWALK (RESTRICTED ACCESS)** accordingly. Contractor will be held responsible for any damage to the tunnel interior.

D. **Submissions**

1. Job Mix Formula
2. Delivery Slips
3. Provide copies of delivery slips at the end of each working day.

E. **Method of Measurement**

PORTLAND CEMENT CONCRETE SIDEWALK and **PORTLAND CEMENT CONCRETE SIDEWALK (RESTRICTED ACCESS)** shall be measured as the number of square feet of concrete sidewalk installed, in place, and accepted. No separate measurement or payment will be made for furnishing and placing graded aggregate base course, or for removing and disposing of existing sidewalk.

F. **Basis of Payment**

The square footage of **PORTLAND CEMENT CONCRETE SIDEWALK** and **PORTLAND CEMENT CONCRETE SIDEWALK (RESTRICTED ACCESS)**, measured as provided above, will be paid for at the contract unit price per square foot bid for these items, which price and payment shall constitute full compensation for all tasks, labor, equipment, tools, and incidentals necessary to complete the items.

END OF SECTION

4. PORTLAND CEMENT CONCRETE STEP REPLACEMENT

AND

5. PORTLAND CEMENT CONCRETE STEP REPLACEMENT (RESTRICTED ACCESS)

A. Description

PORTLAND CEMENT CONCRETE STEP REPLACEMENT consists of the saw cutting and removal, by chipping hammer or other approved method, of existing damaged Portland Cement Concrete steps at locations specified by the Engineer, and their replacement with new Portland cement concrete steps.

PORTLAND CEMENT CONCRETE STEP REPLACEMENT (RESTRICTED ACCESS) shall consist of the saw cutting and removal, by chipping hammer or other approved method, of existing damaged Portland Cement Concrete steps at in the Courtyard at Newark High School, and their replacement with new concrete steps. Both items shall include removing the old concrete from the site and disposing of it in a legal manner, and forming and pouring new steps to match those removed, in accordance with these specifications.

The quality of materials and performance of work specified in this section shall be in accordance with the Delaware Department of Transportation's Standard Specifications for Road and Bridge Construction, dated August 2001, as amended (STANDARD SPECIFICATIONS). All work shall comply with all applicable codes, ordinances, and rules and regulations in effect.

B. Materials

1. Portland Cement Concrete shall conform to Section 812, PORTLAND CEMENT CONCRETE, or the STANDARD SPECIFICATIONS, for Class B concrete.
2. Expansion joints shall conform to Section 705.03 of the STANDARD SPECIFICATIONS.

C. Construction Methods

1. Saw cutting shall be in accordance with Section 762.02 of the STANDARD SPECIFICATIONS.
2. Three quarter (3/4) inch expansion joint material shall be placed between the sidewalk at the top of the steps and the new step to be poured. Expansion joint material shall conform to Section 705.03 of the STANDARD SPECIFICATIONS.
3. The dimensions and finish of the new concrete steps poured shall match the

existing steps.

4. Contractor is advised that the entrance to the Courtyard at Newark High School is through a pedestrian tunnel beneath the building. The tunnel opening is approximately 6 feet high. Contractor should select equipment for **PORTLAND CEMENT CONCRETE STEP REPLACEMENT (RESTRICTED ACCESS)** accordingly. Contractor will be held responsible for any damage to the tunnel interior.

D. Submissions

1. Job Mix Formula

E. Method of Measurement

The quantity of **PORTLAND CEMENT CONCRETE STEP REPLACEMENT** and **PORTLAND CEMENT CONCRETE STEP REPLACEMENT (RESTRICTED ACCESS)** will be counted as linear feet of tread replaced, in accordance with these specifications. For estimating purposes, the Contractor may assume that each step to be replaced is eight inches high, and each tread is one foot deep.

F. Basis of Payment

The quantity of **PORTLAND CEMENT CONCRETE STEP REPLACEMENT** and **PORTLAND CEMENT CONCRETE STEP REPLACEMENT (RESTRICTED ACCESS)** **WILL** be paid at the Contract unit price bid for these items. Price and payment will constitute full compensation for all saw-cutting, concrete removal, surface preparation, forming and finishing of the new steps and disposal of material removed in a lawful manner, and for all labor, equipment, tools, materials and incidentals required to complete the work. Removing and re-setting existing handrails will be considered incidental to this item.

END OF SECTION

6. SIDEWALK HANDICAP RAMP

A. Description

This work shall consist of saw-cutting existing curb, sidewalk and adjacent bituminous paving, excavation and replacement of four (4) inches of graded aggregate base course, installing an ADA compliant handicap ramp, including truncated dome detectable warning surface, in accordance with the specifications and details in the Project Manual, patching of adjacent pavement, and any required restoration of adjacent grassed areas.

B. Materials

1. Portland Cement Concrete shall conform to Section 812 of the STANDARD SPECIFICATIONS
2. Expansion Joints shall conform to Section 705.03 of the STANDARD SPECIFICATIONS.
3. Graded Aggregate Base Course shall conform to Section 302 of the STANDARD SPECIFICATIONS
4. Bituminous pavement restoration shall conform the Standard Duty Hot Mix Patching specification found in the Project Manual
5. Truncated dome material shall comply with the following:
 - a. The Contractor shall submit a sample of the proposed system to the Engineer for approval. The dome pattern shall be in accordance with the DelDOT Standard Construction Detail C-2. The Contractor shall use either of the following material systems:
 - i. Precast concrete, or fired clay brick, paver units, each with the truncated dome pattern, set into the concrete sidewalk surface. For this application, the Contractor shall use mortar for adhesion to the sidewalk surface and for joint filling.
 - ii. Cast iron plates, each with the truncated dome pattern, set into the concrete sidewalk surface. The plates shall be anchored down according to manufacturer's recommendations.

Stamping systems, applied membranes, or ceramic tiles will not be approved.

- b. The Contractor shall certify that the surface of the system is slip resistant. The Contractor shall submit test results for the system when it has been tested using one of the following standard methods:
 - i. ASTM C-1028 – Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method
 - ii. ASTM C-2047 – Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine
 - iii. ASTM D-5859 – Determining the Traction of Footwear on Painted Surfaces Using the Variable Incidence Tester

- iv. ASTM E-303 – Measuring Surface Frictional Properties Using the British Pendulum Tester
 - v. VOSI V41.21-98 – Universal Specification / Test Method for Slip Resistant Walkways, in the Field and Laboratory, as measured by a Drag Type Friction Tester (Voices of SafetyInternational (VOSI): www.voicesofsafety.com)
- c. The final surface of the system shall have a brick red color, unless the color of the sidewalk/curb ramp is brick red in color. In this event, a different color shall be chosen, resulting in a different color contrast between the detectable warning system and the sidewalk/curb ramp.

C. Construction Methods

1. The existing curb, sidewalk and base course shall be saw-cut and removed. These materials shall become property of the Contractor, and be disposed of offsite in a lawful manner. Care shall be taken by the Contractor in removal of concrete to be replaced, to ensure that no damage occurs to any items to remain. Any such damage caused by the Contractor shall be replaced or repaired at no additional cost to the Owner.
2. The base course shall be replaced with a minimum of four (4) inches (compacted thickness) of Graded Aggregate Base Course. The Engineer shall inspect the base course and forms before any concrete is poured.
3. Handicap Ramps installed shall be ADA compliant in all respects, and include an approved detectable warning surface.
4. Any adjacent grassed areas disturbed by the work shall be raked level, covered with a minimum of four (4) inches of topsoil, and seeded. Adjacent paved areas shall be restored in accordance with the Standard Duty Bituminous Pavement Patch specification in the Project Manual.

D. Submissions

1. Sample of truncated dome material and test results as detailed in Section B.5.b above.
2. Job mix formula.
3. Provide copies of concrete delivery slips at the end of each working day.

E. Method of Measurement

SIDEWALK HANDICAP RAMP shall be measured as the number of ramps installed, and accepted. No separate measurement or payment will be made for saw-cutting, excavation and disposal of existing materials, restoration of adjacent paved areas, grassed areas, or curb.

F. Basis of Payment

The number of **SIDEWALK HANDICAP RAMP**, determined as provided above, will

be paid for at the contract unit price for **SIDEWALK HANDICAP RAMP**, which price and payment shall constitute full compensation and payment for any required removal and disposal of existing materials, supply of any required materials and equipment, and restoration of adjacent areas. No additional payment will be made for supply of required base course, any required disposal of excess cut, restoration of adjacent grassed and/or paved areas, or installation of tapered or depressed curb required to complete the work.

END OF SECTION

7. **INSTALL CATCH BASIN/PIPE**

A. **Description**

This work shall consist of excavating, installing a new catch basin at a location determined by the Engineer at Marshall Elementary School, connecting the new catch basin to an existing catch basin with 12 inch diameter Class IV reinforced concrete pipe, and restoration of all paved and unpaved surfaces disturbed by the work. Restoration of paved surfaces shall be in accordance with Item 11 **Full Depth Pavement Reconstruction**, and restoration of other surfaces shall be in accordance with Item 8, Re-grading. All excavated material shall become property of the contractor, and shall be disposed of in a legal manner.

B. **Materials**

1. Reinforced concrete pipe shall conform to the requirements of Section 612 of the STANDARD SPECIFICATIONS for Class IV reinforced concrete pipe.
2. The catch basin may be pre-cast or cast-in-place. If a cast-in-place catch basin is to be used, Portland Cement Concrete used to cast the catch basin shall comply with Section 812 of the Standard Specifications, and the wall thickness shall be no less than 6 inches. If a pre-cast catch basin is to be used, it shall conform to the requirements of Section 602 of the STANDARD SPECIFICATIONS.
3. The catch basin grate shall be a standard DelDOT Type 1 (Bicycle safe) grate.

C. **Construction Methods**

1. Pipe bedding shall conform to the details in the Project Manual.
2. Pipe trench backfill shall be placed in lifts no greater than 8 inches in uncompacted thickness, and shall be compacted to the satisfaction of the Engineer before placement of the next lift.
3. Pipe shall be placed with a slope of at least 1%.
4. The pipe penetration into the existing catch basin shall be parged to the satisfaction of the Engineer.
5. Pipe trench backfill shall extend up to 1 foot below finished grade. The remainder of the trench shall be filled in accordance with item 11, **Full Depth Pavement Reconstruction**.

D. **Submissions**

1. Job Mix formula for cast-in-place catch basin, or shop drawing for pre-cast catch basin.
2. Cut sheet for Class IV concrete pipe

E. **Method of Measurement**

No measurement is required. This is a lump sum item.

F. **Basis of payment**

INSTALL CATCH BASIN/PIPE will be paid at the lump sum price bid for this item, which price and payment shall constitute full compensation and payment for all excavation, saw cutting, tools, material, equipment and labor to complete the item.

END OF SECTION

8. PORTLAND CEMENT CONCRETE PAD

A. Description

This item shall consist of removing an existing concrete pad adjacent to a building, recompact the existing subgrade, and forming and pouring a new welded wire reinforced Portland Cement Concrete pad of the same dimensions as the one removed. Any required temporary bracing of roof overhangs, or patching of adjacent asphalt areas disturbed by construction shall be considered incidental to this work.

B. Materials

1. Portland Cement Concrete shall conform to Section 812 of the STANDARD SPECIFICATIONS
2. Expansion Joints shall conform to Section 705.03 of the STANDARD SPECIFICATIONS.
3. Welded wire fabric reinforcement shall be wire mesh fabric weighing 54 lbs/100 square feet consisting of #2 wire on 6" centers and #4 wire on 12" centers.

C. Construction Methods

1. A bond breaker (form release oil, asphalt coated roofing paper, or similar) shall be installed between the new pad and existing wall, to prevent adhesion of the new pad to the existing wall.
2. The dimensions and finish of the new concrete pad poured shall match the existing pad
3. All work shall comply with all applicable codes, ordinances, and rules and regulations in effect.
4. As this work involves disturbance to areas used as means of ingress and egress to schools, contractor is directed to coordinate this work with the Principal of the school, to present as little disturbance as possible to the flow of traffic in and out of the building.

D. Submissions

1. Job mix formula
2. Material Slips
3. Provide material slips at the end of each working day
4. Cut sheet for bond breaker

E. Method of Measurement

The amount of **PORTLAND CEMENT CONCRETE PAD** replaced to be paid for under this section shall be square footage of pad, constructed in accordance with these specifications, measured in place, completed and accepted.

F. **Basis of Payment**

The amount of **PORTLAND CEMENT CONCRETE PAD**, as provided above, shall be paid for at the contract unit price per square foot for **PORTLAND CEMENT CONCRETE PAD**, which price and payment shall constitute full compensation for, excavation and removal of existing concrete pad, any required repair of adjacent paving, furnishing and placing all materials, including joints, forms, and the disposal of surplus material, and for all labor, equipment, tools, and incidentals necessary to complete the section.

END OF SECTION

9. RE-GRADING

A. Description

This work shall consist of the adjustment of grades in small areas to improve drainage, and placement of topsoil, seed, and mulch at various sites throughout the Christina School District. Contractor shall be responsible for removing and properly disposing of any excess material, and for supplying any fill material required to achieve the grades specified by the Engineer.

B. Materials

1. Topsoil shall conform to Section 732, TOPSOIL, of the STANDARD SPECIFICATIONS.
2. Seed shall conform to Section 734, SEEDING, of the STANDARD SPECIFICATIONS.
3. Mulching shall conform to Section 735, MULCHING, of the STANDARD SPECIFICATIONS.

C. Construction Methods

1. Installation of the topsoil shall conform with the requirements of Sections 732 and 733 of the STANDARD SPECIFICATIONS. Topsoil shall be applied at a minimum depth of 4”
2. Installation of the seed shall conform to the requirements of Section 734, SEEDING, of the STANDARD SPECIFICATIONS. Seeding to be a dry ground permanent seed mixture, such as a hard fescue blend.
3. Installation of the mulch shall conform to the requirements of Section 735, MULCHING, of the STANDARD SPECIFICATIONS.
4. All work shall comply with all applicable codes, ordinances, and rules and regulations in effect.

D. Submissions

None required.

E. Method of Measurement

The amount of **RE-GRADING** to be paid will be the actual square yards regraded, seeded, mulched, and accepted, as measured in the field by the Engineer. No separate measurement or payment will be made for disposing of any excess soil, or supplying soil from offsite.

F. **Basis of Payment**

The number of square yards of **RE-GRADING**, determined as provided above, will be paid for at the contract unit price for **RE-GRADING**, which price and payment shall constitute full compensation and payment for any required removal and disposal of existing materials, supply of any required materials and equipment, and adjusting grades as directed by the engineer. No additional payment will be made for supply of any required fill, or any required disposal of excess cut.

END OF SECTION