

STATE OF DELAWARE

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YOU MUST PURCHASE
THE PROPOSAL IN ORDER
TO SUBMIT A BID.



DEPARTMENT OF TRANSPORTATION

INVITATION TO BID

for

CONTRACT

DOT1104-CONCRETE_SOUTH

CONCRETE SUPPLY CONTRACT, SOUTH DISTRICT, 2011
T201190001.01
SUSSEX COUNTY

NOTE: THE COMBINATION 100% PAYMENT/PERFORMANCE BOND IS WAIVED FOR THIS CONTRACT, IN LIEU OF A 10% BID BOND ONLY.

Completion Date 365 Calendar Days

29 Del.C. §6923 and
SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2001

Bids will be received in the Bidder's Room (B1.11.01), Transportation Administration Center, 800 Bay Road,

Dover, Delaware until 2:00 P.M. local time May 17, 2011

**CONCRETE SUPPLY CONTRACT, SOUTH DISTRICT, 2011
SUSSEX COUNTY**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all materials for CONCRETE SUPPLY CONTRACT, SOUTH DISTRICT, 2011, and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION DATE

All work on this contract must be complete within 365 Calendar Days .

ELECTRONIC BIDDING

This project incorporates the electronic bidding system Expedite 5.2b. Bidder wishing to use the electronic bidding option should request a bid file disk and installation CD.

PROSPECTIVE BIDDERS NOTE:

No retainage will be withheld on this contract.

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

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

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

*Not used for units of measurement for payment.

LOCATION. i

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GENERAL NOTICES

SPECIFICATIONS:

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

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price. Under no circumstances will the total value of the contract exceed **150%** of the awarded value.

TAX CLEARANCE:

As payments to each vendor or contractor aggregate \$2,000, the Division of Accounting will report such vendor or contractor to the Division of Revenue, who will then check the vendor or contractor's compliance with tax requirements and take such further action as may be necessary to insure compliance.

LICENSE:

A person desiring to engage in business in this State as a contractor shall obtain a license upon making application to the Division of Revenue. Proof of said license compliance to be made prior to, or in conjunction with, the execution of a contract to which he has been named.

BID/PAYMENT/PERFORMANCE BOND GUARANTEE:

For this contract, the following special guaranty provisions apply:

1. Bidders for this contract must submit with their bid a Bid Bond, in an amount totalling ten percent (10%) of the total bid price, in the form of a certified check, cashier's check, treasurer's check, or

other negotiable or transferrable instrument satisfactory to the Department, evidencing an unconditional debt to the Department.

2. The requirement for a payment/performance bond is waived.

3. If the bid is unsuccessful or withdrawn before the bid opening, the bond instrument will be construed as a bid bond and returned in compliance with Sections 102.10 and 103.04 of the Standard Specifications, as applicable.

4. Sections 103.06 and 103.07 of the Standard Specifications apply to bids under this contract.

* * * * *

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

To access the Website;

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

The full Website Link is;

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

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

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

SPECIAL PROVISIONS

CONSTRUCTION ITEM NUMBERS

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

Standard Item Number:

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

Special Provisions Item Number:

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

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

602791 – SUPPLY AND DELIVERY OF CLASS B CONCRETE

Description:

This work consists of the supply and delivery of Class B Portland Cement Concrete and associated items as shown on breakout sheet.

Materials:

1. **Concrete** - Class B Portland Cement Concrete shall conform to Section 812 of the Standard Specifications except as amended herein.
 - a. Delivered concrete shall have an onsite slump of 5” – 7” chemically induced.
 - b. Coarse Aggregate shall be 3/8” pea gravel.
 - c. Fibers shall be used in the mix at a rate of 1.5 lbs/cubic yard using alkali resistant polypropylene fibers.
2. **Key Joint** – Key joints (4-inch or 6-inch) shall conform to Section 826 of the Standard Specifications.
3. **Key Joint Stake** – Key joint stakes (15-inch or 18-inch) shall conform to Section 826 of the Standard Specifications.
4. Upon award of this contract, the contractor shall promptly notify the Department of the proposed sources of materials and make any other related submissions. This information shall be sent to:
Materials and Research Section
Delaware Department of Transportation
P. O. Box 778
Dover, Delaware 19903
5. No material shall be accepted without prior approval of the source. The Engineer shall be provided the opportunity to inspect the source or plant prior to and during the supply or production of material.
6. All material shall be inspected, sampled, and tested; and/or shall have a certified analysis furnished by the manufacturer; and approved by the Materials and Research Section prior to acceptance. Any material supplied prior to approval or written permission of the Engineer shall be supplied at the contractor's risk and may be considered defective or unauthorized and will not be paid for. Final acceptance of the materials will be made at the latest practicable time the Engineer has the opportunity to check compliance. Tests will be made by and at the expense of the Department unless otherwise noted in the contract.
7. All materials shall be handled carefully and in such manner as to preserve their quality and fitness. The material shall be delivered to the location designated and unloaded. Transportation shall be by tight vehicles as to prevent loss or segregation of materials after loading and measuring. Material damaged by mishandling in delivery will not be accepted.
8. All material shall be subject to testing by the Engineer at the delivery site. The results of such tests shall be final and binding upon all parties concerned in this contract and subject to the conditions contained herein. The costs of removal and replacement of any defective material shall be borne by the contractor.

Pumping:

At the Department’s request, the contractor shall provide a concrete pump truck to assist with the placement of concrete. All pumping shall conform to Section 602 of the Standard Specifications.

Method of Measurement:

1. **Concrete** - The quantity of concrete will be measured as the number of cubic yards of material delivered conforming to all the requirements furnished in accordance with these provisions.

2. Key Joint – The quantity of key joints will be measured as the number of key joints delivered.
3. Key Joint Stake – The quantity of key joint stakes will be measured as the number of key joints delivered.
4. Pumping Hours – The quantity of pumping hours will be measured as the number of hours the pump truck is in use at the site. A minimum of four (4) hours will be paid.
5. Pumping Yards – The quantity of pumping yards will be measured as the number of cubic yards of concrete pumped.
6. Pumping Primer – The pumping primer will be measured as one each per pumping event.
7. Fuel Charge for Pump Truck – The fuel charge for pump truck will be measured as one each per pumping event.
8. Saturday Concrete Supply Surcharge – The Saturday concrete supply surcharge will be measured as one each per occurrence.

Basis of Payment:

The overall bid for Item 602791 will be Lump Sum. An attached breakout sheet lists the individual items and will be paid as follows:

1. Concrete – The quantity of concrete will be paid for at the contract unit price per cubic yard. Price and payment shall constitute full compensation for furnishing the material F.O.B. delivered to the designated location.
2. Key Joint – The quantity of key joints will be paid for at the contract unit price for each of the key joints supplied. Price and payment shall constitute full compensation for furnishing the material to the designated location.
3. Key Joint Stake – The quantity of key joint stakes will be paid for at the contract unit price for each of the key joint stakes supplied. Price and payment shall constitute full compensation for furnishing the material to the designated location.
4. Pumping Hours – The quantity of pumping hours will be paid for at the contract unit price per hour. This will only be paid when a concrete pump truck is provided and used.
5. Pumping Yards – The quantity of pumping yards will be paid for at the contract unit price per cubic yard. This will only be paid when a concrete pump truck is provided and used.
6. Pumping Primer – The quantity of pumping primer will be paid for at the contract unit price for each pumping event. This will only be paid when a concrete pump truck is provided and used.
7. Fuel Charge for Pump Truck – The quantity of fuel charge for pump truck will be paid for at the contract unit price for each pumping event. This will only be paid when a concrete pump truck is provided and used.
8. Saturday Concrete Supply Surcharge – The quantity of Saturday concrete supply surcharge will be paid for at the contract unit price for each occurrence. This will only be paid when the plant is opened on a Saturday to supply and deliver concrete for this contract.

The Contractor shall fill in the attached breakout sheet. Failure to submit the breakout sheet with the Bid Proposal will result in the bid being declared non responsive and rejected.

Contract No. DOT1104-CONCRETE_SOUTH

Payment for the material will be made upon presentation of triplicate billing certified to by the Maintenance Engineer as to approval and acceptance of the material furnished.

Department of Transportation
Maintenance & Operations, South District
23697 DuPont Blvd.
Georgetown, DE 19947
Attn: Lisa Rollison (302) 853-1321

2/4/11

PROJECT NOTES

PROJECT NOTES

INTENT

The Contractor is advised that this contract is considered a supply contract. The quantities in the proposal are based on estimated needs for the required activities within South District. Notice is hereby provided that the Department may increase or decrease the quantities purchased as deemed necessary or expedient. An increase or decrease in the quantity will not be regarded as sufficient grounds for an increase or decrease in the unit prices.

GENERAL

1. Articles covered by this proposal are exempt of all FEDERAL and STATE taxes. Such taxes shall not be included in prices quoted. Successful bidder(s) will be required to furnish necessary or applicable tax exemption forms with their invoices.
2. The prices quoted are that for which the material will be furnished F.O.B. vendor's plant or point(s) of delivery as indicated in these provisions and include all charges that may be imposed during the life of the contract.
3. Material covered by this contract shall be furnished at such times and in such quantities as the Department of Transportation - Maintenance and Operations may direct. Materials shall be furnished within 24 hours after receipt of either verbal, telephone, or mail notification. If material is not delivered by the designated time, the Department reserves the right to purchase the needed material on the open market to meet their needs. Costs of open market purchases in excess of those, which would have resulted from contract purchases, will be back-charged to the vendor.
4. It is distinctly understood by and between the parties hereto that in the event any U.S. Government code or codes affecting this contract, now in existence or comes into existence during the lifetime of this contract and becomes operative, that all said parties herein shall adhere to the regulations contained in said code or codes and the failure to do so shall be a breach of contract by the party failing to comply as above.
5. Orders will be placed with eight (8) cubic yards minimum quantity.

LOCATION OF WORK

Unless modified by the District Engineer at the time an order is placed, all material shall be delivered to a designated maintenance yard(s). Prices bid shall be for furnishing and delivering the material to point(s) of delivery within South District, which encompasses all of Sussex County, at the locations listed below:

1. Georgetown Administration Office & Shop - 23697 DuPont Highway, Georgetown, DE 19947
2. Area 1 - Laurel Yard, 10930 Salt Barn Rd (Rd 451), Laurel, DE 19956
3. Area 2 - Seaford Yard, 22136 Bridgeville Hwy (old US13), Seaford, DE 19973
4. Area 3 - Ellendale Yard, 20368 Milton-Ellendale Hwy (Rt. 16), Ellendale, DE 19941
5. Area 4/20 - Gravel Hill Yard, 24450 Lewes-Georgetown Hwy (Rt. 9, East of Georgetown), Georgetown, DE 19947 (Primary yards for deliveries.)
6. Area 5 - Dagsboro Yard, 27643 Dagsboro Road (Rd 334), Dagsboro, DE 19939

CONTRACT PERFORMANCE AND PERIOD

Performance of this contract is contingent upon funds being made available to the Department of Transportation - Maintenance and Operations for the indicated fiscal year. The purchase order(s) will not be issued prior to the beginning of that fiscal year.

The successful bidder may extend the contract price to any other State or Local agency during the contract period if it is agreeable with both parties.

Contract period will be 365 days from the date of contract execution.

EXTENSION OF CONTRACT

The Department reserves the right to request to extend the contract for four (4) additional one-year terms. The one-year extensions and pricing agreements must be approved by both parties, in writing, at least 90-days prior to expiration of the existing contract. Extension to future years is dependent on legislative appropriations for these Fiscal Years and agreement on succeeding year's pricing as described.

PRICE ADJUSTMENT

The bid prices in the contract must be guaranteed for the first year of the contract. Subsequent contract year pricing must be agreed upon in writing at least 90 days prior to contract expiration. Pricing for the contract extension period shall be guaranteed for the full term of the contract extension. If the difference requested exceeds the change in the Nationwide All Urban Consumer Price Index (CPI-U), U.S. city average for the same period, approval of any price adjustment offered the vendor above the CPI-U will be at the discretion of the Director of Maintenance and Operations. The Department retains the right to cancel the future year extension if any acceptable agreement cannot be reached with the vendor on the price adjustment.

BASIS OF AWARD

Award of the contract shall be based on the acceptable low bid submitted for the material required.

BID PROPOSAL FORMS

**CONTRACT
DOT1104 - CONCRETE_SOUTH**

CONTRACT ID: DOT1104-CONCRETE_SOUTH PROJECT(S): T201190001

All figures must be typewritten.

CONTRACTOR : _____

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

SECTION 0001 Category 0001

| | | | | |
|------|--|------|------|--|
| 0010 | 602791 SUPPLY AND DELIVERY OF CLASS 'B' CONCRETE | LUMP | LUMP | |
| | SECTION 0001 TOTAL | | | |
| | TOTAL BID | | | |

CANNOT BE
USED FOR
BIDDING

CANNOT BE

BREAKOUT SHEETS

THE FOLLOWING SHEETS MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL AT THE TIME OF BID. FAILURE TO COMPLETE THE BREAKOUT SHEETS AS REQUIRED WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED. BREAKOUT SHEETS MUST BE COMPLETED REGARDLESS OF WHETHER BIDDING BY ELECTRONIC MEANS OR TYPEWRITTEN HARD COPY.

BIDDING

SECTION 1

BREAKOUT SHEET - 1

CONTRACT NO. DOT1104

ITEM 602791 - Supply and Delivery of Class B Concrete

| ITEM NO. | APPROX. QTY. | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|--------------|-----|------------------------------------|------------|----------|
| 1 | 1,000 | CY | Class B Portland Cement Concrete | \$ | \$ |
| 2 | 1 | EA | 4" Key Joint | \$ _____ | \$ _____ |
| 3 | 1 | EA | 6" Key Joint | \$ _____ | \$ _____ |
| 4 | 1 | EA | 15" Key Joint Stake | \$ _____ | \$ _____ |
| 5 | 1 | EA | 18" Key Joint Stake | \$ _____ | \$ _____ |
| 6 | 1 | HR | Pumping Hours | \$ _____ | \$ _____ |
| 7 | 1 | CY | Pumping Yards | \$ _____ | \$ _____ |
| 8 | 1 | EA | Pumping Primer | \$ _____ | \$ _____ |
| 9 | 1 | EA | Fuel Charge for Pumping Truck | \$ _____ | \$ _____ |
| 10 | 1 | EA | Saturday Concrete Supply Surcharge | \$ _____ | \$ _____ |
| TOTAL ITEM 602791 - Supply and Delivery of Class B Concrete | | | | \$ _____ | |
| (LUMP SUM BID PRICE FOR ITEM 602791) | | | | | |

"ATTENTION"

TO BIDDERS

This Bid Proposal includes breakout sheets. The breakout sheets **MUST ACCOMPANY** the bid proposal at the time of bid. Failure to return completed breakout sheets **WILL RESULT** in the bid proposal being declared non-responsive and **REJECTED** as irregular.

CERTIFICATION

Contract No. DOT1104-CONCRETE_SOUTH

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

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

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

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

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

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

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

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

(FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)

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

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary