

**Mid-County DMV Facility
AGREEMENT
for
CONTRACT NO. T201259401
Federal Aid Project No. CMAQ-2012001**

THIS AGREEMENT made and executed in quadruplicate, the day, month, and year affixed by the signature of the Department of Transportation's representative;

BY AND BETWEEN THE DELAWARE DEPARTMENT OF TRANSPORTATION (**Department**), a department created under the laws of the State of Delaware, and Wohlsen Construction Company whose address is 18 Boulden Circle, Suite 16, New Castle, DE 19720 (**Design-Builder**).

WITNESSETH that the **Design-Builder** in consideration of the covenants and agreements herein contained and made by the **Department**, agrees with the **Department** as follows:

ARTICLE ONE. The **Design-Builder** shall and will provide and furnish all design, permitting, material, machinery, implements, appliances, and tools; and perform the work and labor required as defined in the Request for Proposals of the Contract Documents, in New Castle County in the State of Delaware, as identified below and are hereby incorporated by reference as part of this contract. The Contract consists of the "Contract Documents" including, but not limited to, the following:

- A) Request for Proposals (RFP) which includes the following:
 - Instructions to Proposers,
 - Appendix A – Scope of Work,
 - Appendix B – Proposal Instructions,
 - Appendix C – Proposal Forms,
 - Appendix D – State and Federal Requirements, and
 - Addenda 1 and 2 to the RFP
- B) Payment/Performance Bonds,
- C) **Design-Builder** Certifications, and
- D) **Design-Builder's** Technical and Price Proposals.

For these purposes, all of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The **Design-Builder**, after the execution of the Contract and approval of the bond, shall begin work within ten (10) days from the Notice to Proceed, as the Engineer may direct, and have the DMV Facility available for opening to the public no later than May 28, 2014 and shall complete the Contract on or before June 26, 2014.

ARTICLE TWO. It is understood and agreed by and between the parties hereto that all the design and construction and work included in this Contract is to be done under the direction of the Secretary of the **Department** and that his/her decision as to the true construction and meaning of the proposal, plans and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional drawings, plans and specifications as may be necessary to detail and illustrate the work to be done are to be furnished by the Engineer, and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, plans and specifications incorporated by reference as part of this Contract as provided in Article One.

ARTICLE THREE. If the construction or work to be done under this Contract shall be abandoned, or if this contract, or any part thereof shall be sublet without the previous written consent of the **Department**, or if the Contract shall be assigned by the **Design-Builder**, otherwise than as herein specified, or if at any time the Director of the Division of Motor Vehicles shall be of the opinion, and shall so certify in writing, that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the **Design-Builder** has violated any provision of this contract, the **Department** may notify the **Design-Builder** to discontinue all work or any part thereof; and thereupon the **Design-Builder** shall discontinue such work or such part thereof as the **Department** may designate, and the **Department** may thereupon, by a Contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof to the **Design-Builder**; and for such completion the **Department** for itself or its contractors, may take possession of or use or cause to be used in the completion of the work or any part thereof, any of such machinery, implements, tools, or materials of any description as shall be bound upon the line of the work, and thereafter accounting for, or paying to the **Design-Builder** a reasonable compensation for the use of the machinery, implements, tools, or materials.

All costs and charges that may be incurred under this article or any damages that should be borne by the **Design-Builder**, shall be withheld or deducted from any moneys then due, or to become due to the **Design-Builder**, under this contract, or any part thereof; and in such accounting the **Department** shall not be held to obtain the lowest cost for the work of completing the Contract or any part thereof, but all sums actually paid therefore shall be charged to the **Design-Builder**. In case the costs and charges incurred are less than the sum which would have been payable under the contract, if the same had been completed by the **Design-Builder**, the **Design-Builder** shall be entitled to receive the difference and in case such cost and charges shall exceed the sum, the **Design-Builder** shall pay the amount of excess to the **Department** for the completion of the work.

ARTICLE FOUR. It is further mutually agreed between the parties hereto that no estimate given or payment made under this Contract shall be conclusive evidence of the performance of this Contract either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

(REMAINDER OF PAGE BLANK.)

IN WITNESS WHEREOF, the parties to these presents have duly executed this AGREEMENT in quadruplicate the day, month and year affixed by their signatures.

SEALED, AND DELIVERED IN THE
presence of

Original on File

Attest: _____

[Signature]
George Raber, Asst. Secretary

CORPORATE SEAL

Wohlsen Construction Company

Name of Design-Builder

Original on File

By: _____

[Signature]
Authorized Signature

J. Gary Langmuir, President

President

Title

Dated: *February 14, 2013*

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm, joint venture, or partnership and their corporate seal must be affixed hereto.

FOR THE STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION

SEAL

Attest: _____

[Signature]
Original on File
Martha N. Dobson, Director,
Technology and Support Services

Original on File

By: _____

[Signature]
Jennifer Cohan, Director,
Division of Motor Vehicles

Dated: *2/19/13*

Approved as to Form:

Original on File

[Signature]
Frederick H Schranck
Deputy Attorney General

Dated: *2/18/13*

BOND NUMBER 82325692

PERFORMANCE/PAYMENT BOND

TO ACCOMPANY AND FOR CONTRACT NO. T201259401
(In the amount of 100% of the total contract award)

KNOW ALL MEN BY THESE PRESENTS That: Wohlson Construction Company of
NEWCASTLE in the County of New Castle and the State of Delaware as **Principal** and
Federal Insurance Company

15 Mountain View Road, PO Box 1615

of Warren in the County of Somerset and State of NJ 07059
as **Surety**, legally authorized to do business in the State of Delaware ("State"), are held firmly bound unto
the State in the sum of Eighteen Million Four Hundred Eighty Nine Thousand Nine Hundred Dollars and
Zero Cents (\$18,489,900.00), to be paid to the State for the use and benefit of the Delaware Department
of Transportation ("DelDOT"), as well as for the use and benefit of the Division of Revenue in the case of
claims under this bond for any and all taxes due the State relating to this contract, for which payment well
and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrators,
successors, and assigns, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the said above bounden
Principal who had been awarded by the **DelDOT** of the State a certain contract designated by the parties
thereto as Contract No. T201259401, and the associated agreement, for design, construction, and
completion of a certain Public Works contract within the State, shall well and truly provide and furnish all
the materials, appliances and tools and perform all the design and construction work and labor required
under and pursuant to the terms and conditions of this Contract, and of the proposal, plans and
specifications contained therein, and shall also indemnify and keep harmless the State and the **DelDOT**,
from all costs, damages, and expenses growing out of or by reason of the design and construction work and
completion of this Contract, and shall well and truly pay all and every person furnishing material and
performing labor in and about the construction of this Contract, all and every sum or sums of money due
him, them or any of them, for all such labor and materials for which the **Principal** is liable; then this
obligation shall be void or else to be and remain in full force and virtue; and every person furnishing
materials or performing labor or services for the **Principal** under the said contract may maintain an action
on this bond for his own use in the name of the State in any court of competent jurisdiction for recovery of
such sum or sums of money as may be due such person from **Principal**.

Sealed with our seal and dated this 14th day of February in the year of our Lord two thousand and thirteen (2013).

SEALED, AND DELIVERED IN THE
presence of

Original on File

Attest

George Raber, Asst. Secretary

By:

Corporate Seal

Wohlson Construction Company

Name of Contractor

Original on File

Authorized Signature

President
Title

J. Gary Langmuir, President

Corporate Seal

Federal Insurance Company

Name of Surety

15 Mountain View Road, PO Box 1615

Warren, NJ 07059

(908) 903-2000

Original on File

20281

NAIC# (REQUIRED)

ADDRESS OF SURETY

TELEPHONE NUMBER OF SURETY

Original on File

Witness:

Diane S. Loughry

By:

Signature

Robert A. Chlada, Attorney-in-Fact

Title

Construction Risk Solutions, LLC

ADDRESS

11311 McCormick Road,

Suite 450

Hunt Valley, MD 21031

(443) 798-7499

TELEPHONE NUMBER OF SIGNER

- NOTE: (1) All surety insurers must be licensed and authorized to transact business in the State of Delaware in accordance with Delaware Code, Title 18, Insurance Code.
- (2) Pursuant to the licensing requirements of Delaware Code, Title 30, Section 2101, bidder is required under this contract to attach a copy of his trade and/or business license obtained from the State of Delaware, Department of Finance Sealed with seal and dated this day of in the year of our Lord two thousand and (20).

JK



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint John W. Boyer, Cynthia M. Charvat, Robert A. Chlada, April O. Compton, Diane Loughry, John J. Markotic and Joseph Pierson of Hunt Valley, Maryland-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **7th** day of **January, 2011**.

Original on File

Kenneth C. Wendel, Assistant Secretary

STATE OF NEW JERSEY

County of Somerset

ss.

Original on File

David B. Norris, Jr., Vice President

On this **7th** day of **January, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**

Original on File

Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

14th day of **February, 2013**



Original on File

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656
e-mail: surety@chubb.com

LUMP SUM PRICE PROPOSAL
Mid-County DMV Facility - Contract No. T201259401
Federal Aid Project No. CMAQ-2012001

Proposer: Wohlsen Construction Company

This Lump Sum Price Proposal is submitted in response to the Request for Proposals, including all issued addenda, for the above listed Project.

The Lump Sum Price shown below includes the Proposer's full Lump Sum Price for performing all work and providing all design, construction, materials, labor, LEED Silver certification, and technical solutions described in the RFP documents and Appendices, and in the Proposer's submitted Technical Response.

The below Lump Sum Price includes a Two Hundred Thousand Dollar (\$200,000) allowance for the purchase of interior and exterior signage as described in the RFP documents.

TOTAL LUMP SUM PROPOSAL PRICE	
Eighteen Million Four Hundred Eighty-Nine Thousand Nine Hundred (In Words)	\$18,489,900 (In Figures)

Proposer is reminded to submit the following with the Lump Sum Price Proposal:

Schedule Of Values *Form AA*
Proposal Certification *Form BB*
Proposal Security *Form HH*
Cost - Loaded CPM Schedule

Dated this 11th day of December in the year of our Lord two thousand and twelve (2012).

Wohlsen Construction Company

Original on File (Continuation)

Original on File

Corporate

By: _____

Authorized Signature

Vice President

Title

Seal

Original on File

Attest _____

George Raber, Asst. Secretary

SCHEDULE OF VALUES

Mid-County DMV Facility - Contract No. T201259401
Federal Aid Project No. CMAQ-2012001

	A	B
PROPOSER: <u>Wohlsen Construction Company</u>	Percentage of	Item Prices;
<i>Refer to Sections 1.18.1, 1.18.2, and 4.4.1 of the RFP "Instructions to Proposers", and Section 2C and 3 of the RFP "Appendix B".</i>	Cost based on	Lump Sum
	Total Lump	Price Proposal
	Sum Price	Submittal Only
Design Survey Complete	0.25%	\$ 46,225
Geotechnical Investigation Complete	0.19%	\$ 35,131
LEED Silver approval plan	0.51%	\$ 94,298
SWM plans	0.45%	\$ 83,205
Site Design Complete (30%, 60%, 90% submittals)	0.64%	\$ 118,335
Utilities plans	0.38%	\$ 70,262
Clearing and Grubbing Complete	0.83%	\$ 153,466
Construction Mobilization Complete	2.06%	\$ 380,892
Embankment/Excavation Complete	5.17%	\$ 955,930
Building Plans Complete (30%, 60%, 90% submittals)	3.24%	\$ 599,071
Foundation Design Complete	%	
<u>Division 03 Concrete Foundation Construction Complete</u>	1.51%	\$ 279,197
<u>Division 03 Concrete – Building Concrete</u>	3.63%	\$ 671,183
<u>Division 04 Masonry</u>	2.94%	\$ 543,603
<u>Division 05 Metals – Structural Steel</u>	4.93%	\$ 911,552
<u>Division 05 Metals – Metal Decking</u>	0.42%	\$ 77,658
<u>Division 05 Metals – Miscellaneous metals</u>	1.39%	\$ 257,010
<u>Division 06 Wood, Plastic, and Composites</u>	2.23%	\$ 412,325
<u>Division 06 Carpentry</u>	1.56%	\$ 288,442
<u>Division 07 Thermal and Moisture Protection</u>	1.57%	\$ 290,291
<u>Division 07 Roofing</u>	4.24%	\$ 783,972
<u>Division 07 Insulation / Fireproofing</u>	0.33%	\$ 61,017
<u>Division 08 Openings</u>	0.37%	\$ 68,413
<u>Division 08 Openings - Windows</u>	1.31%	\$ 242,218
<u>Division 08 Openings – Doors / Frames</u>	1.58%	\$ 292,140

SCHEDULE OF VALUES

<u>Division 09 Finishes</u>	1.31%	\$ 242,218
<u>Division 09 Finishes - Ceilings</u>	0.64%	\$ 118,335
<u>Division 09 Finishes - Flooring</u>	0.87%	\$ 160,862
<u>Division 09 Finishes - Access Floor</u>	0.17%	\$ 31,433
<u>Division 09 Finishes - Painting</u>	0.76%	\$ 140,523
<u>Division 10 Specialties</u>	0.02%	\$ 3,698
<u>Division 10 Specialties - Signage</u>	1.53%	\$ 282,895
<u>Division 10 Specialties - Miscellaneous</u>	0.70%	\$ 129,429
<u>Division 11 Equipment</u>	0.91%	\$ 168,258
<u>Division 11 Equipment - Customer Queuing System (By Owner)</u>	0.00%	\$ -
<u>Division 11 Equipment - Inspection Lane Booths</u>	1.10%	\$ 203,389
<u>Division 11 Equipment - Vacuum Air Tube System</u>	0.12%	\$ 22,188
<u>Division 12 Furnishings</u>	0.27%	\$ 49,923
<u>Division 21 Fire Suppression</u>	0.88%	\$ 162,711
<u>Division 22 Plumbing</u>	3.93%	\$ 726,653
<u>Division 23 Heating, Ventilation and Air Conditioning</u>	7.87%	\$ 1,455,155
<u>Division 23 Heating, Ventilation and Air Conditioning - Bldg Auto System</u>	1.71%	\$ 316,177
<u>Division 26 Electrical</u>	0.96%	\$ 177,503
<u>Division 26 Electrical - Lighting</u>	1.99%	\$ 367,949
<u>Division 26 Electrical - Power</u>	1.71%	\$ 316,177
<u>Division 26 Electrical - Uninterruptable Power Supply</u>	0.29%	\$ 53,621
<u>Division 26 Electrical - Stand-by Generator Equipment</u>	2.23%	\$ 412,325
<u>Division 27 Communications - Raceways</u>	0.25%	\$ 46,225
<u>Division 28 - Electronic Safety and Security - Fire Alarm</u>	0.21%	\$ 38,829
Roadway Design Complete	0.19%	\$ 35,131
Roadway Construction Complete	9.50%	\$ 1,756,541
Signing and Pavement Marking Design Complete	0.06%	\$ 11,094
Signing and Pavement Marking Construction Complete	0.51%	\$ 94,298
Landscape Design Complete	0.16%	\$ 29,584
Landscape Construction Complete	0.84%	\$ 155,315

SCHEDULE OF VALUES

Maintenance of Traffic Design Complete	0.13%	\$ 24,037
Erosion Control Complete	0.72%	\$ 133,127
Receipt of LEED Silver certification	0.10%	\$ 18,490
Additional Milestones as determined by the Design	14.63%	\$ 2,705,072
Final Acceptance (at least 1% of Lump Sum Cost Proposal amount)	1.00%	\$ 184,899
<i>(insert additional rows if desired)</i>	%	
TOTAL:	100%	\$ 18,489,900

Column A must total 100%

Column B must match the Lump Sum Price Proposal amount

PROPOSAL CERTIFICATION
Mid-County DMV Facility - Contract No. T201259401
Federal Aid Project No. CMAQ-2012001

The undersigned Proposer, Wohlsen Construction Company whose address is
18 Boulden Circle, Suite 16, New Castle, DE 19720-3495
and telephone number is (302) 324-9900, hereby certifies the following:

I/We have carefully examined the location of the proposed work, the Request for Proposal, and will be bound, upon award of this contract by the Delaware Department of Transportation (Department), to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said Request for Proposal shall be a part, to provide all necessary machinery, tools, labor required for the design and 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, for the total Lump Sum Contract Price as stated in the Schedule of Values (Form AA). As further consideration for the Award of this Contract, the undersigned agrees to the following terms, conditions, and acknowledgments:

- A) To execute the Contract and to furnish bonds in the amount specified in the Contract within 20 days after Award and, failing to do so, to forfeit the accompanying Proposal bond to the Delaware Department of Transportation as Liquidated Damages (LD), and the Secretary may proceed to award the Contract to others.
- B) To commence Work within 10 calendar days of written Notice to Proceed, or such additional time as may be allowed in writing by the Department's Project Manager and to reach Project Substantial Completion by the date specified in the Contract.
- C) To furnish a performance and a payment bond in the penalty of full amount stated in the Contract as surety conditioned for the full, complete, and faithful performance of this Contract.
- D) In accordance with the Contract to repair, maintain and guarantee all work performed thereunder until accepted by the Department.

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

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

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of

action. Providing false information may result in criminal prosecution or administrative sanctions.

N/A

(Insert Exceptions above)

Anti-Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

DBE Program Assurance:

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

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

Professional Service Goal:

Disadvantaged Business Enterprise 0 percent (blank to be filled in by Proposer)

Construction Goal:

Disadvantaged Business Enterprise 7.4 percent (blank to be filled in by Proposer)

Accompanying this proposal is a surety bond or a security of the Proposer assigned to the Department, for at least ten (10) percentum of total amount of the proposal, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department, under the

conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

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

By submission of this proposal, each person signing on behalf of the Proposer 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 Proposer 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 Proposer, directly or indirectly, to any other Proposer or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the Proposer 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
1	11/13/12	2	11/21/12						

No.	Date	No.	Date	No.	Date	No.	Date	No.	Date

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

Sealed and dated this 11th day of December in the year of our Lord two thousand and ~~twelve~~ 2012.

Wohlsen Construction Company

Name of Proposer (Organization)

By:

Original on File

Authorized Signature

Vice President

Title

Corporate
Seal

Original on File

Attest /

George Raber, Asst. Secretary

SWORN TO AND SUBSCRIBED BEFORE ME this 11th day of Dec., 2012.



Original on File

Notary

FORM HH PROPOSAL SECURITY

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That:

Wohlsen Construction Company of 18 Boulden Circle, Suite 16, New Castle
in the County of New Castle and State of DE, 19720-3495 as **Principal**,
and Federal Insurance Company of 15 Mountain View Road, Warren
in the County of Somerset and State of NJ 07059 as **Surety**,
legally authorized to do business in the State of Delaware ("State"), are held and firmly bound unto the State
in the sum of Ten Percent of the Total Amount Bid
Dollars (\$ 10%), or 10 percent not to exceed N/A
Dollars (\$ N/A) of amount of bid on
Contract No. State Contract T201259401
Federal Contract CMAQ-2012001, to be paid to the State for the use and benefit of its Department of
Transportation ("**DeIDOT**") for which payment well and truly to be made, we do bind ourselves, our and each
of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by
these presents.

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

Sealed with our seal and dated this 10th day of December in the year of our Lord two
thousand and twelve (20 ~~10~~ 12).

SEALED, AND DELIVERED IN THE
presence of

Corporate
Seal

Attest

Original on File

George Raber, Asst. Secretary

Witness: 1

Diane S. Loughry, Witness

Original on File

Wohlsen Construction Company

Name of Bidder (Organization)

Original on File

By:

Authorized Signature

Vice President

Title

Federal Insurance Company

Name of Surety

Original on File

By:

Robert A. Chlada, Attorney-in-Fact

Title

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2011

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 151,942	Outstanding Losses and Loss Expenses.....	\$ 12,300,432
United States Government, State and Municipal Bonds	10,312,572	Unearned Premiums.....	3,395,082
Other Bonds.....	4,146,378	Ceded Reinsurance Premiums Payable.....	320,332
Stocks.....	779,367	Provision for Reinsurance	80,930
Other Invested Assets.....	1,924,895	Other Liabilities.....	922,290
TOTAL INVESTMENTS	17,315,154	TOTAL LIABILITIES	17,019,066
Investments in Affiliates:		Special Surplus Funds	222,832
Chubb Investment Holdings, Inc.	3,212,072	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,440,763	Paid-In Surplus.....	3,106,808
Chubb Insurance Investment Holdings Ltd....	1,237,556	Unassigned Funds	10,356,926
Executive Risk Indemnity Inc.....	1,076,901	SURPLUS TO POLICYHOLDERS.....	13,707,546
CC Canada Holdings Ltd.....	747,660	TOTAL LIABILITIES AND SURPLUS	
Great Northern Insurance Company	436,665	TO POLICYHOLDERS.....	\$ 30,726,612
Chubb Insurance Company of Australia Limited	404,315		
Chubb European Investment Holdings SLP ..	251,756		
Vigilant Insurance Company.....	233,604		
Other Affiliates	409,535		
Premiums Receivable	1,470,010		
Other Assets	1,490,621		
TOTAL ADMITTED ASSETS	\$ 30,726,612		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments with a carrying value of \$431,309,571 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary

of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2011 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2011.

Subscribed and sworn to before me
this March 31, 2012

Original on File

Original on File

Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013

Assistant Secretary



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint John W. Boyer, Cynthia M. Charvat, Robert A. Chlada, April O. Compton, Diane Loughry, John J. Markotic and Joseph Pierson of Hunt Valley, Maryland-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **7th** day of **January, 2011.**

Original on File

Original on File

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **7th** day of **January, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**

Original on File

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:**

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

10th

day of

December 2012



Original on File

Kenneth C. Wendel, Assistant Secretary

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com**