

DELAWARE PUBLIC ARCHIVES
PARKING LOT IMPROVEMENTS
DOVER, DELAWARE

STATE OF DELAWARE OMB/DFM
CONTRACT NO. MC1002000354

PARKING LOT IMPROVEMENTS
DELAWARE PUBLIC ARCHIVES
121 MARTIN LUTHER KING JR. BOULEVARD NORTH
DOVER, DELAWARE
OMB/DFM CONTRACT NO.: MC1002000354

BID FORM (REVISED 3/16/17)

For Bids Due: March 22, 2017 at 2:30 pm

To: Division of Facilities Management
540 S. DuPont Highway, Suite 1 (Third Floor)
Dover, DE 19901
ATTN: Mr. John Dunham

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____
(A copy of Bidder's Delaware Business License must be attached to this form.)

(Other License Nos.): _____

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ _____
(\$ _____)

ALTERNATES

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

ALTERNATE No. 1: Remove existing pavement, regrade, place bituminous concrete pavement, restripe

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 2: Remove existing pavement, regrade, place bituminous concrete pavement, restripe

Add/Deduct: _____
(\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>ADD</u>	<u>DEDUCT</u>
UNIT PRICE No. 1: <u>Undercutting, placement and compaction of</u> <u>DeIDOT Type B Graded Aggregate</u>	\$ <u>70.00/cy</u>	\$ <u>N/A</u>

ALLOWANCES

The following allowance is set aside for unpredicted scope on the project, to be verified and billed as the project conditions dictate. Allowance is to be included in Base Bid. Allowance shall be utilized at the Owner's discretion and shall be returned to the Owner if not used.

ALLOWANCE No. 1: \$ 10,000.00

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I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within 60 calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall 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; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, 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.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ **By:** _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Affidavit(s) of Employee Drug Testing Program
- Bid Security
- (Others as Required by Project Manuals)

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SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.** This form must be filled out completely with no additions or deletions. **Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.**

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Demolition	_____	_____	_____
2. Geosynthetic Fabric Installation for Structural Overlay	_____	_____	_____
3. Pavement Construction	_____	_____	_____
4. Crack Sealing	_____	_____	_____
4. Surface Sealing	_____	_____	_____
5. Pavement Markings	_____	_____	_____
6. Maintenance of Traffic	_____	_____	_____
7. Stamped Pavement	_____	_____	_____

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**NON-COLLUSION
SUSPENSION/DEBARMENT DISCLOSURE
STATEMENT**

This is to certify that the undersigned bidder 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 submitted this date to the State of Delaware **OMB/DFM**.

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 (use separate page and include with Bid Form.)

All the terms and conditions of OMB/DFM Contract No. MC1002000354 have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

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**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND (REVISED 3/16/17)

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____
_____) of amount of bid on Contract No. _____, to be paid to the **State** for the
use and benefit of **State of Delaware OMB/DFM** 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 bonded **Principal**
who has submitted to the **State of Delaware OMB/DFM** a certain proposal to enter into this contract
for the furnishing of certain material and/or services within the **State**, shall be awarded this Contract,
and if said **Principal** shall well and truly enter into and execute this Contract as may be required by
the terms of this Contract and approved by the **State of Delaware OMB/DFM** this Contract to be
entered into within twenty days after the date of official notice of the award thereof in accordance
with the terms of said proposal, then this obligation shall be void or else to be and remain in full force
and virtue.

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

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND (REVISED 3/16/17)

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the **State of Delaware OMB/DFM** ("**Owner**"), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as **State of Delaware OMB/DFM Contract No. MC1002000354** dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be

done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

Name:

By: _____ (SEAL)

Name:

(Corporate Seal)

Title:

SURETY

Name: _____

Witness or Attest:

Address: _____

Name:

By: _____ (SEAL)

Name:

(Corporate Seal)

Title:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND (REVISED 3/16/17)

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the **State of Delaware OMB/DFM** ("**Owner**"), in the amount of _____ (\$ _____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as **State of Delaware OMB/DFM Contract No. MC1002000354** dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest:

Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

STAMPED ASPHALT

PART 1 - GENERAL

1.1 SUMMARY

- A. Several proprietary stamped or patterned pavement systems are available. This generic specification refers to stamping a pattern into the asphalt surface and applying a colored surface coating treatment. The successful bidder will be required to provide a submittal identifying the qualified subcontractor, pavement system, and pavement marking materials.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 STAMPING EQUIPMENT

- A. Flexible templates, (3/8" cable or 1/4" plastic) using a vibratory plate compactor.
- B. Herringbone pattern to match existing paver pattern.

2.2 BITUMINOUS CONCRETE

- A. New bituminous concrete placed and compacted in accordance with the project drawings, project specifications, and DeIDOT Standard Specifications. Color: As indicated.

2.3 PAVEMENT COATINGS

- A. Pavement Coating: Epoxy-modified, acrylic, waterborne coating specifically designed for the application on asphalt pavements subjected to vehicle traffic.
- B. Pavement Coating Color: Gray, to match existing paver color.
- C. Prime Coat: Product compatible with final pavement marking materials.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Broom using mechanical brooming device, or stiff bristle hand broom. Scrape and blow fine sand and debris off of surface. Pressure washing may be necessary to remove bonded debris. Use a non-solvent based degreaser to remove stains. Thoroughly rinse the area and let dry for 24 hours. Allow paving to age for a minimum of 30 days before starting pavement marking.
- B. Stamping can be performed on a freshly placed asphalt surface when the asphalt is still pliable or into an existing asphalt surface. An existing asphalt surface must be heated using an infrared heating apparatus insuring not to heat the surface above 325°F (163°C). Use slow cycled heat to ensure the surface does not burn. The surface should be heated to a depth of at least $\frac{3}{4}$ " to ensure compaction (not crushing of the aggregate) below the stamping tool. Imprint depth shall be $\frac{3}{8}$ inch or deeper over 99% of the specified area.
- C. Surfaces should be dry for at least 24 hours prior to applying Stamped Asphalt coatings. 50°F and rising, is the recommended minimum air and surface temperature. The temperature of the asphalt surface must be at least 5°F above the dew point temperature during and after applying coating. Coating application must be complete at least two hours before sunset to allow for proper cure. Coating should not be applied if precipitation is expected within 24 hours after completion of the application. Coating shall not be exposed to vehicular traffic for at least eight hours after application.

3.2 COATING APPLICATION

- A. The surfacing system products shall be spray-applied. Where required to cover small areas, the surfacing system may be painted on using brooms or brushes.
- B. Following placement of the prime coat, the Contractor shall apply the pavement coating with a minimum of four complete passes on the roadway surface. Each pass shall have a minimum thickness of 20 wet mils. Each pass shall be allowed to dry prior to application of next coat.

END OF SECTION