

# STATE OF DELAWARE

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## DEPARTMENT OF TRANSPORTATION

### BID PROPOSAL

for

### CONTRACT DOT1415-FENCE ND

RIGHT OF WAY FENCE REPLACEMENT, NORTH DISTRICT,  
OPEN END, FY15 - FY17

NEW CASTLE COUNTY

ADVERTISEMENT DATE: December 22, 2014

COMPLETION DATE 730 Calendar Days

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

BIDS WILL BE RECEIVED in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time January 20, 2015

**RIGHT OF WAY FENCE REPLACEMENT, NORTH DISTRICT, OPEN END, FY 15 - FY 17  
NEW CASTLE COUNTY**

**GENERAL DESCRIPTION**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all materials for this project. The purpose of this contract is to repair damaged right-of-way fence as required for all state maintained roads in the North District, including I-95, I-295, I-495 and related ramps. As well as 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 730 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about April 1, 2015.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DelDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DelDOT at [dot-ask@state.de.us](mailto:dot-ask@state.de.us), or (302) 760-2031.
2. QUESTIONS regarding this project are to be e-mailed to [dot-ask@state.de.us](mailto:dot-ask@state.de.us) no less than six business days prior to the proposal opening date in order to receive a response. Please include DOT1415-FENCE\_ND in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. This project incorporates the electronic bidding system **Expedite, version 5.9a**. Bidders wishing to use the electronic bidding option will find the installation file on the plan holders bid file disk. The installation file and instructions are also available on DelDOT's Website at: [http://www.deldot.gov/information/business/bids/const\\_proj\\_bid\\_info.shtml](http://www.deldot.gov/information/business/bids/const_proj_bid_info.shtml).
4. No retainage will be withheld on this contract.
5. The Department's External Complaint Procedure can be viewed on DelDOT's Website at: <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
6. **PLEASE NOTE** revised Supplemental Specifications to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#) and at [www.deldot.gov](http://www.deldot.gov).
7. **SPECIFICATIONS:** The Department is currently updating the August 2001 Specifications for Road and Bridge Construction. Through this update, some Divisions were renumbered and some new ones were created and added. The *Specifications Note* document is for the use by the bidders to reference the new numbers to the past numbers used for bidding purposes on previous Department contracts.
8. **PLEASE NOTE** the requirements of special provision 'Changes to Project Documents During Advertisement' have moved to Supplemental Specifications, the special provision is no longer needed.
9. The project manager shall be responsible for coordinating with the Traffic Section relating to any impacts to the Traffic Section facilities (including but not limited to traffic loops, junction wells etc.) at least 4 weeks in advanced of the start of the activity. Prior to initiating any work on this contract (or sites), the Project manager shall be responsible for preparing and submitting for approval of the Safety Section, a maintenance of Traffic Plan. The maintenance of Traffic Plan shall include proposed time restrictions on the closure of travel lanes subject to the approval of the safety Section.
10. The Project Manager is responsible for ensuring any required documents and analysis as part of the adopted Work Zone Safety and Mobility Procedures and Guidelines has been completed prior to any work starting on this contract.

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

<b>English Code</b>	<b>English Description</b>	<b>Multiply By</b>	<b>Metric Code</b>	<b>Metric Description</b>	<b>Suggested CEC Metric Code</b>
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m <sup>3</sup>	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m <sup>3</sup>	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 <sup>3</sup>	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 <sup>2</sup>	Square Meter	M2
S.Y.	Square Yard	0.8361	m <sup>2</sup>	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m <sup>2</sup> -25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

\*Not used for units of measurement for payment.

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**GENERAL NOTICES**

SPECIFICATIONS:

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

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

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

PREFERENCE FOR DELAWARE LABOR:

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

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

"a. As a condition of the awarding of any contract for public works financed in whole or in part by State appropriation, such contracts shall include the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The contractor will take positive steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.'

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.

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

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

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

DIFFERING SITE CONDITIONS,

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

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

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

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

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

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

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

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

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

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

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

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

#### RIGHT TO AUDIT

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

#### **PREVAILING WAGES**

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

#### **REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION**

Title 29 Del.C. §6960 stipulates;

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

by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

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

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

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

Contractor may contact:

Department of Labor  
Division of Industrial Affairs  
4425 No. Market Street  
Wilmington, DE 19802  
Telephone (302) 761-8200

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

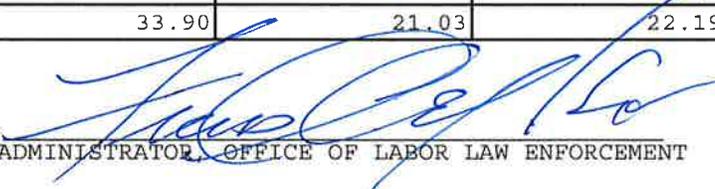
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 14, 2014

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	48.08	48.08	14.51
CARPENTERS	43.15	50.91	40.47
CEMENT FINISHERS	30.88	26.13	26.33
ELECTRICAL LINE WORKERS	22.50	22.50	21.25
ELECTRICIANS	62.10	62.10	62.10
IRON WORKERS	42.20	23.87	25.35
LABORERS	33.01	38.68	37.97
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	60.64	60.64	60.64
PILEDRIVERS	66.42	23.75	26.95
POWER EQUIPMENT OPERATORS	41.18	27.61	28.47
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	33.90	21.03	22.19

CERTIFIED: 12/16/14

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: DOT1415-Fence\_ND Right of Way Fence Replacement , North District, Open End, FY 15-17, New Castle County

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

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

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

To access the Website;

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

The full Website Link is;

[http://www.deldot.gov/information/pubs\\_forms/manuals/standard\\_specifications/index.shtml](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

**401502 - ASPHALT CEMENT COST ADJUSTMENT**

For Sections 304, 401, 402, 403, 404, and 405, payments to the Contractor shall be adjusted to reflect increases or decreases in the Delaware Posted Asphalt Cement Price when compared to the Project Asphalt Cement Base Price, as defined in these Special Provisions.

The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry posted price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania.

The Project Asphalt Cement Base Price will be the anticipated Delaware Posted Asphalt Cement Price expected to be in effect at the time of receipt of bids.

All deviations of the Delaware Posted Asphalt Cement Price from the Project Asphalt Cement Base Price are eligible for cost adjustment. No minimum increases or decreases or corresponding percentages are required to qualify for cost adjustment.

Actual quantity of asphalt cement qualifying for any Asphalt Cement Cost Adjustment will be computed on the basis of weight tickets and asphalt percentage from the approved job mix formula.

For Recycled Hot-Mix the asphalt percentage eligible for cost adjustment shall be only the new asphalt cement added to the mix.

There shall be no separate payment per ton (metric ton) cost of asphalt cement. That cost shall be included in the various unit prices bid per ton (metric ton) for those bid items that contain asphalt cement (mentioned above).

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be \$569.67 per ton (\$657.72 per metric ton).

If the Contractor exceeds the authorized allotted completion time, the price of asphalt cement on the last authorized allotted work day, shall be the prices used for cost adjustment during the time liquidated damages are assessed. However, if the industry posted price for asphalt cement goes down, the asphalt-cement cost shall be adjusted downward accordingly.

**NOTE**

Application of Asphalt Cement Cost Adjustment requirements as indicated above shall apply only to those contracts involving items related to bituminous base and pavements, and with bitumen, having a total of 1,000 tons (1,000 metric tons) or more of hot-mix bid quantity in case of Sections 401, 402 and 403; and 15,000 gallons (60 000 liters) or more in case of Sections 304, 404 and 405.

**206503 - ROCK EXCAVATION FOR POST**

**Description:**

This work consists of drilling holes in rock at locations indicated on Plans and/or as directed by the Engineer.

**Materials and Construction Methods:**

If rock is encountered at a depth less than the planned post/footing depth, the Contractor shall drill a hole to the proposed depth. The drilled hole shall be 2" (50 mm) larger than the greatest dimension of the post or brace. After the post or brace is set, the portion of the hole drilled in rock shall be filled with grout composed of 1 part Portland Cement and 2 parts mortar sand. Any remaining space above the rock shall be filled with concrete meeting the requirements of Section 812, Class B. If existing ground conditions require the placement of forms for a footing, the excavated area around the footing shall be backfilled with suitable material and thoroughly tamped as directed by the Engineer once the forms have been stripped.

**Method of Measurements:**

The quantity of rock excavation for post will be measured in the field by determining the actual number of linear feet (meters) of hole drilled in rock to achieve the specified hole depth.

**Basis of Payment:**

The quantity of rock excavation for post will be paid for at the Contract unit price per linear foot (meter) of depth for "Rock Excavation for Post". Price and payment shall constitute full compensation for drilling the rock, furnishing and placing grout and concrete, backfilling, tamping, disposing of the surplus material, for all labor, equipment, tools and incidentals necessary to complete the work.

6/19/03

**727505 - RIGHT OF WAY FENCE REPAIR**

**Description:**

This work consists removal and disposal of damaged right-of-way fence section(s), furnishing and installing woven wire fabric fencing and its components to match existing as more specifically described herein, all in reasonable close conformity with these specifications, notes and details in the Plans, the Standard Specifications and directions from the Engineer.

**Materials and Construction Methods:**

All materials and construction methods required for this item shall conform to the applicable requirements of the Section 727, of the Standard Specifications these specifications and notes and details in the Plans.

When attaching new fence fabric to the existing fabric or posts, it shall be the responsibility of the Contractor to align all posts, fabric and other components properly, including the existing fabric and posts adjacent to the replaced section(s).

All damaged fencing and appurtenances, trees, brush, etc. that are removed shall be disposed of from the job site by the end of the working day they are removed. There shall be no separate payment for such work, and the costs shall be included in the Right-of-Way Fence items of this contract.

**Method of Measurement:**

The quantity of right of way fence repair will not be measured.

**Basis of Payment:**

The quantity of right-of-way fence repair will be paid for at the Contract lump sum price. Price and payment will constitute full compensation for clearing of fence line, removal and disposal of damaged fence section(s), furnishing and installing the fence and related components in proper alignment with the existing fence, for furnishing and installing new fittings and incidental attaching hardware, etc., placing concrete footings, electrical grounds, conductor connections, for all labor, equipment, tools and incidentals necessary to complete the work to the satisfaction of the Engineer.

**NOTE:**

The breakout sheets in the Proposal list all the work and replacement parts to be furnished and installed for this Contract. The Contractor shall fill in the unit price and the cost (unit price times the proposed quantity) for each item listed. The lump sum price bid for item 727505 - right of Way fence Repair shall be the sum of the total cost for all work and replacement parts listed. the typewritten breakout sheets shall be attached to the bid Proposal. Failure to submit the breakout sheets with the Bid Proposal will result in the Bid Proposal being declared non-responsive and rejected.

The Department reserves the right to delete from the Contract any of the work or parts listed above and the right to add or subtract from the quantity of each type of work or part listed. The lump sum to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation to the Contractor if such additions and/or deletion are made.

6/19/03

**727510 - WOOD RAIL FENCE**

**Description:**

This work consists of furnishing all materials and constructing wood rail fence in accordance with the plans, details and specifications at the locations shown on the Plans and as directed by the Engineer.

**Material and Construction Methods:**

All materials, such as fence, posts, hardware and accessories shall be new. Concrete, if necessary, shall conform to Section 812, Class B of the Standard Specifications.

Lumber shall be grade 2, conforming to Subsection 601.02 of the Standard Specifications.

Lumber shall be treated in accordance with Subsection 814 (b) water borne preservative of the Standard Specifications.

All hardware shall conform to the requirements and Subsection 601.07 of the Standard Specifications.

**Method of Measurement:**

The quantity of wood rail fence will be measured by the linear feet along the actual fence constructed and accepted.

**Basis of Payment:**

The quantity of wood rail fence will be paid for at the Contract unit price per linear foot. Price and payment will constitute full compensation for all new materials and installing fence, concrete if required, excavation and backfilling, for all labor, tools, and incidentals necessary to complete the item.

1/16/01

**727511 - VINYL COATED CHAIN LINK FENCE, 4' HIGH**  
**727512 - VINYL COATED CHAIN LINK FENCE, 6' HIGH**  
**727513 - VINYL COATED TERMINAL POST FOR 4' CHAIN LINK FENCE**  
**727514 - VINYL COATED TERMINAL POST FOR 6' CHAIN LINK FENCE**

**Description:**

This work consists of furnishing and erecting a vinyl coated chain link type fence in accordance with notes and details on the Plans, these specifications and directions from the Engineer.

**Materials:**

All materials shall meet the requirements of Sections 727 and 825 of the Standard Specifications. In addition, the chain link fabric, posts, rails, ties, bands, bars, rods and other fittings shall be vinyl coated in accordance with AASHTO M-181 Type IV Class A.

**Construction Methods:**

The construction methods for erecting the chain link fence shall conform to the applicable requirements of Section 727.

**Method of Measurement:**

The quantity of vinyl coated chain link fence will be measured by the linear foot (meter) along the actual fence, excluding gates, constructed and accepted.

The quantity of vinyl coated terminal post will be measured as the number of each installed and accepted.

**Basis of Payment:**

The quantity of vinyl coated chain link fence will be paid for at the Contract unit price per linear foot (meter).

The quantity of vinyl coated terminal post will be paid for at the Contract unit price per each.

Price and payment will constitute full compensation for clearing and grading the line of fence; for furnishing and erecting new fences and posts; for excavating and backfilling for footings; for furnishing and placing concrete for footings; for furnishing and installing all materials, including fittings, hardware, and grounds; and for all labor, equipment, tools, and incidentals required to complete the work.

6/19/03

**727515 - CHAIN LINK FENCE REPAIR**

**Description:**

This work consists of removal and disposal of damaged chain link fence section(s), furnishing and installing woven wire fabric fencing and its components to match existing as more specifically described herein, all in reasonable close conformity with these specifications, notes and details in the Plans, the Standard Specifications and directions from the Engineer.

**Materials and Construction Methods:**

All materials and construction methods required for this item shall conform to the applicable requirements of Section 727, of the Standard Specifications, these specifications and notes and details in the Plans.

When attaching new fence fabric to the existing fabric or posts, it shall be the responsibility of the Contractor to align all posts, fabric and other components properly, including the existing fabric and posts adjacent to the replaced section(s).

All damaged fencing and appurtenances, trees, brush, etc. that are removed shall be disposed of from the job site by the end of the working day they are removed. There shall be no separate payment for such work, and the costs shall be included in the Chain Link Fence items of this contract.

**Method of Measurement:**

The quantity of chain link fence repair will not be measured.

**Basis of Payment:**

The quantity of chain link fence repair will be paid for at the Contract lump sum price. Price and payment will constitute full compensation for clearing of fence line, removal and disposal of damaged fence section(s), furnishing and installing the fence and related components in proper alignment with the existing fence, for furnishing and installing new fittings and incidental attaching hardware, etc., placing concrete footings, electrical grounds, conductor connections, for all labor, equipment, tools and incidentals necessary to complete the work to the satisfaction of the Engineer.

**NOTE:**

The breakout sheets in the Proposal list all the work and replacement parts to be furnished and installed for this Contract. The Contractor shall fill in the unit price and the cost (unit price times the proposed quantity) for each item listed. The lump sum price bid for item 727515 - Chain Link Fence Repair shall be the sum of the total cost for all replacement parts listed. The typewritten breakout sheets shall be attached to the Bid Proposal. Failure to submit the breakout sheets with the Bid Proposal will result in the Bid proposal being declared non-responsive and rejected.

The Department reserves the right to delete from the Contract any of the work or parts listed above and the right to add or subtract from the quantity of each type of work or part listed. The lump sum to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation to the Contractor if such additions and/or deletion are made.

6/19/03

**727516 - VEHICULAR GATE REPAIR**

**Description:**

This work consists of removal and disposal of damaged woven fabric right-of-way and/or chain link vehicular gate(s), furnishing and installing of new gates, removal of damaged components on existing gates, furnishing and installing matching replacement components, all in reasonably close conformity with these specifications, notes and details in the Plans, the Standard Specifications and directions from the Engineer.

**Materials and Construction Methods:**

All materials and construction methods required for this item shall conform to the applicable requirements of Section 727, of the Standard Specifications, these specifications and notes and details in the Plans.

When attaching new gates or repairing existing gates, it shall be the responsibility of the Contractor to align all posts, gates and other components properly, including the existing fabric and posts adjacent to the repaired or replaced gate(s). All damaged gates and appurtenances, trees, brush, etc., that are removed shall be disposed of from the job site by the end of the working day they are removed. There shall be no separate payment for such work, and the costs shall be included in the Vehicular Gate items of this Contract.

**Method of Measurement:**

The quantity of vehicular gate repair will not be measured.

**Basis of Payment:**

The quantity of vehicular gate repair will be paid for at the Contract lump sum price. Price and payment will constitute full compensation for any clearing necessary to complete the work, removal, disposal, repair and/or replacement of damaged gate leaf(s), furnishing and installing the gate leaf or repairs along with related components in proper alignment with the existing fence, for furnishing and installing new fittings and incidental attaching hardware, etc., placing concrete footings, for all labor, equipment, tools and incidentals necessary to complete the work to the satisfaction of the Engineer.

**NOTE:**

The breakout sheets in the Proposal list all the replacement parts to be furnished and installed for this Contract. The Contractor shall fill in the per each unit price and the cost (unit price times the proposed quantity) for each replacement parts listed. The lump sum price bid for item 727516 - Vehicular Gate Repair shall be the sum of the total cost for all replacement parts listed. The typewritten breakout sheets shall be attached to the Bid Proposal. Failure to submit the breakout sheets with the Bid Proposal will result in the Bid proposal being declared non-responsive and rejected.

6/19/03

**727518 - WOOD FENCE, 10' HIGH**  
**727524 - WOOD FENCE, 12' HIGH**  
**727525 - WOOD FENCE, 15' HIGH**  
**727530 - WOOD FENCE, 8' HIGH**  
**727533 - WOOD FENCE, 6' HIGH**

**Description:**

This work consists of furnishing all materials, and erecting a pressure treated wood fence in accordance with the notes and details on the Plans, these specifications and as directed by the Engineer.

**Materials:**

The timber, including posts, backers and vertical boards, shall be Southern Yellow Pine, Number 2 grade or better and shall be pressure treated with chromated copper arsenate, with 0.4 pounds retained per cubic foot (6.5 kg retained per cubic meter), in conformance with Section 601.

The hardware, including nails, bolts and fasteners, shall be hot dipped galvanized and shall conform to Section 601. Concrete for footings shall meet the requirements of Section 812, Class B.

**Construction Methods:**

Installation methods shall conform to applicable portions of Section 727 of the Standard Specifications and as noted on the Plans. Prior to fence installation, all required clearing and grubbing, and tree trimming shall be completed. Clearing and grubbing, tree and stump removal and tree trimming will all be paid for under Item 201000, Clearing and Grubbing.

The fence shall be installed true to line, as indicated, and grade and the top elevation shall be uniform. The vertical boards shall be placed on the roadway side of posts and backers and shall be a nominal 3" (75 mm) above the ground line unless shown otherwise in the Plans. If any grading is required to meet the 3" (75 mm) above the ground criteria as stated above or details shown in the Plans, the cost for such work shall be considered as part of these items. The vertical boards of the fence shall be installed prior to cutting or shaping the top as shown in the Plans.

**Method of Measurement:**

The quantity of wood fence will be measured as the actual number of linear feet (linear meters) along the fence, excluding gates, constructed and accepted.

**Basis of Payment:**

The quantity of wood fence will be paid for at the Contract unit price per linear foot (linear meter) for each size of fence. Price and payment will constitute full compensation for the furnishing of all materials, labor, tools, equipment, hauling, concrete footings, fasteners, excavation and backfilling for footings, grading if required and incidentals necessary to complete the work.

2/8/02

**727519 - RELOCATE CHAIN LINK FENCE**

**Description:**

This work consists of furnishing any required new materials and resetting the chain link fence shown on the Plans. The fence shall be reset at locations as directed by the Engineer. Footings shall conform to the detail shown on the Plans.

**Materials:**

All materials lost or in any way damaged shall be replaced with new material matching the present fences. Concrete for the new post footings for the fences shall conform to Section 812, Class B, Portland Cement Concrete.

**Construction Methods:**

The fences shall be reset true to line and grade. The elevation of the top of the fences shall be uniform. Necessary grading to accomplish these requirements shall be performed by the Contractor as part of the Contract.

**Method of Measurement:**

The quantity of relocated chain link fence will be measured the actual number of linear feet (meters) of fence relocated and accepted, measured in place along the line of the fence in the area of relocation only.

**Basis of Payment:**

The quantity of relocated chain link fence will be paid for at the Contract price per linear feet (meter). Price and payment will constitute full compensation for resetting the present fence, clearing the line of the fence, grading the area to conform to the contours of the adjacent area, furnishing and placing concrete for posts and for any backfill required, furnishing and placing all materials required to make any repairs to the existing fences and in resetting the fence, and for all labor, equipment, tools, and incidentals necessary to complete the item.

3/14/02

**763507 - EMERGENCY MOBILIZATION**

**Description:**

The work under this item shall require the Contractor to appear in full readiness for emergency repair work of damaged fence, guardrails, parapet, etc. within 36 hours of notification by the Turnpike Engineer in a telephone conversation in which he shall explain the approximate location and the extent of the damage.

**Materials and Construction Methods:**

Materials and construction methods for the type of work to be done, shall be in accordance with the applicable requirements of the respective bid item(s) involved in that work. The Contractor shall be paid for those items separately.

**Method of Measurement:**

There shall be no measurement of this item, and the payment shall be a fixed amount for each emergency mobilization. If the Contractor does appear after 36 hours from the moment of notification, he/she shall be paid for the work performed under the respective bid items, but there shall be no payment for emergency mobilization.

**Basis of Payment:**

The payment for the item shall be made for at the Contract unit price bid per Each for "Emergency Mobilization", which price and payment shall be full compensation for the Contractor to appear in full readiness to perform the directed work within 36 hours as indicated above.

6/19/03

# **BID PROPOSAL FORMS**

CONTRACT DOT1415-FENCE ND

CONTRACT ID: ZDOT1415

PROJECT(S): DOT1415-FENCE\_ND

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

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

SECTION 0001 FENCING ITEMS

0010	206503 ROCK EXCAVATION FOR POST	25.000 LF				
0020	727000 RIGHT-OF-WAY FENCE	550.000 LF				
0030	727001 RIGHT-OF-WAY FENCE GATE	2.000 EACH				
0040	727004 CHAIN-LINK FENCE, 6' HIGH	150.000 LF				
0050	727006 TERMINAL POSTS FOR 6' CHAIN-LINK FENCE	50.000 EACH				
0060	727009 CHAIN-LINK FENCE, 5' HIGH	500.000 LF				
0070	727012 VEHICULAR GATES	1.000 EACH				
0080	727505 RIGHT OF WAY FENCE REPAIR	LUMP		LUMP		
0090	727510 WOOD RAIL FENCE	100.000 LF				

CANNOT BE  
 USED FOR  
 BIDDING

CONTRACT ID: ZDOT1415

PROJECT(S): DOT1415-FENCE\_ND

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	727512 VINYL COATED CHAIN LINK FENCE, 6' HIGH	400.000 LF				
0110	727514 VINYL COATED TERMINAL POST FOR 6' CHAIN LINK FENCE	10.000 EACH				
0120	727515 CHAIN LINK FENCE REPAIR	LUMP	LUMP			
0130	727516 VEHICULAR GATE REPAIR	LUMP	LUMP			
0140	727518 WOOD FENCE, 10' HIGH	50.000 LF				
0150	727519 RELOCATE CHAIN LINK FENCE	100.000 LF				
0160	727525 WOOD FENCE, 15' HIGH	50.000 LF				
0170	743003 ARROWPANELS, TYPE C	10.000 EADY				
0180	743006 PLASTIC DRUMS	250.000 EADY				
0190	743010 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	25.000 EADY				

CANNOT BE USED FOR BIDDING

CONTRACT ID: ZDOT1415

PROJECT(S): DOT1415-FENCE\_ND

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	743024 TEMPORARY WARNING SIGNS AND PLAQUES	100.000 EADY				
0210	743050 FLAGGER, NEW CASTLE COUNTY, STATE	30.000 HOUR				
0220	763000 INITIAL EXPENSE	LUMP	LUMP			
0230	763507 EMERGENCY MOBILIZATION	2.000 EACH				
SECTION 0001 TOTAL						
TOTAL BID						

CANNOT BE USED FOR BIDDING

# BREAKOUT SHEET INSTRUCTIONS

**BREAKOUT SHEET(S) MUST BE SUBMITTED EITHER WITH YOUR BID DOCUMENTS;  
OR WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE BID DUE DATE BY THE  
LOWEST APPARENT BIDDER.**

BREAKOUT SHEETS ARE TO BE SUBMITTED TO DELDOT'S CONTRACT ADMINISTRATION AS SHOWN BELOW. BREAKOUT SHEETS CANNOT BE CHANGED AFTER AWARD. THE DEPARTMENT WILL REVIEW THE FIGURES SUBMITTED ON THE BREAKOUT SHEET(S) TO ENSURE THEY MATCH THE RESPECTIVE LUMP SUM BID AMOUNT(S). MATHEMATICALLY INCORRECT BREAKOUT SHEETS WILL BE RETURNED FOR IMMEDIATE CORRECTION.

BREAKOUT SHEETS MAY BE SUBMITTED;

VIA E-MAIL TO: [DOT-ASK@STATE.DE.US](mailto:DOT-ASK@STATE.DE.US)  
SUBJECT: **FIELD(1)** Breakout Sheet

OR MAILED TO: DELDOT  
CONTRACT ADMINISTRATION  
PO BOX 778, DOVER, DE 19903

'BREAKOUT SHEET' AND THE PROJECT NUMBER  
MUST APPEAR ON THE ENVELOPE.

**BREAKOUT SHEET - 1**  
**ITEM 727505 - RIGHT OF WAY FENCE REPAIR**

**CONTRACT NO. DOT 1415**

ITEM NO.	APPROX QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	900	L.F.	Clearing of fence line for right of way fence	\$	\$
2	450	L.F.	Barbed wire	\$	\$
3	150	L.F.	Resetting barbed wire	\$	\$
4	800	L.F.	Woven wire fabric for right of way fence	\$	\$
5	1	EA	Metal flap gate for right of way fence	\$	\$
6	4	EA	Metal terminal posts for right of way fence (end, pull and corner posts) 2 1/2" O.D.	\$	\$
7	4	EA	Metal terminal caps for right of way fence (end, pull and corner posts) 2 1/2" O.D.	\$	\$
8	30	EA	Metal line posts for right of way fence "T" beam	\$	\$
9	4	EA	Metal diagonal post braces for right of way fence, 5/8" O.D.	\$	\$
10	4	EA	Concrete terminal post footings for right of way fence (end, pull and corner posts)	\$	\$
11	4	EA	Concrete diagonal brace footings for right of way fence (end, pull and corner posts)	\$	\$
12	1	EA	Electrical grounds	\$	\$
13	1	EA.	Reattaching electrical ground conductor to ground and fence	\$	\$

TOTAL ITEM 727505 - RIGHT OF WAY FENCE REPAIR \$  
(LUMP SUM BID PRICE FOR ITEM 727505)

**BREAKOUT SHEET - 2  
ITEM 727515 - CHAIN LINK FENCE REPAIR**

**CONTRACT NO. DOT 1415**

ITEM NO.	APPROX QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	1500	L.F.	Clearing of fence line for 6' chain link fence	\$ _____	\$ _____
2	1300	L.F.	Chain link fabric for 6' chain link fence	\$ _____	\$ _____
3	1	EA	Metal flap gate for 6' chain link fence	\$ _____	\$ _____
4	1	EA	Pedestrian gate for 6' chain link fence	\$ _____	\$ _____
5	80	EA	Metal terminal posts for 6' chain link fence (end, pull and corner posts)	\$ _____	\$ _____
6	100	EA	Metal terminal tops for 6' chain link fence (end, pull and corner posts)	\$ _____	\$ _____
7	50	EA	Metal intermediate posts for 6' chain link fence	\$ _____	\$ _____
8	50	EA	Metal intermediate post tops for 6' chain link fence	\$ _____	\$ _____
9	1000	L.F.	Metal top rails for 6' chain link fence	\$ _____	\$ _____
<b>TOTAL ITEM 727515 - RIGHT OF WAY FENCE REPAIR \$</b>					
<b>(LUMP SUM BID PRICE FOR ITEM 727515)</b>					

**BREAKOUT SHEET - 3  
ITEM 727516 - VEHICULAR GATE REPAIR**

**CONTRACT NO. DOT 1415**

ITEM NO.	APPROX QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	2	EA	Vehicular gate for right of way fence, 12' gate leaf width	\$ _____	\$ _____
2	2	EA	Vehicular gate for 6' chain link fence, 6' gate leaf width	\$ _____	\$ _____
3	2	EA	Vehicular gate diagonal brace for right of way fence, 3/8" dia.	\$ _____	\$ _____
4	2	EA	Vehicular gate diagonal brace for right of way fence, 3/8" dia. for 6' gate leaf width	\$ _____	\$ _____
5	2	EA	Vehicular gate post for 6' chain link fence	\$ _____	\$ _____
6	2	EA	Vehicular gate post caps for 6' chain link fence	\$ _____	\$ _____
7	2	EA	Vehicular gate patches for right of way fence	\$ _____	\$ _____
8	2	EA	Vehicular gate stops for right of way fence	\$ _____	\$ _____
9	2	EA	Vehicular gate locking devices for right of way fence	\$ _____	\$ _____
10	2	EA	Vehicular gate latches for 6' chain link fence	\$ _____	\$ _____
11	2	EA	Vehicular gate stops for 6' chain link fence	\$ _____	\$ _____
12	2	EA	Vehicular gate locking devices for 6' chain link fence	\$ _____	\$ _____
13	2	EA.	Concrete vehicular gate post footings for 6' chain link fence	\$ _____	\$ _____

TOTAL ITEM 727516 VEHICULAR GATE REPAIR \$ \_\_\_\_\_  
( LUMP SUM BID PRICE FOR ITEM 727516)

BIDDING

# "ATTENTION"

# TO BIDDERS

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OR WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE BID DUE DATE BY THE  
LOWEST APPARENT BIDDER.**

BREAKOUT SHEETS ARE TO BE SUBMITTED TO DELDOT'S CONTRACT ADMINISTRATION AS SHOWN BELOW. BREAKOUT SHEETS CANNOT BE CHANGED AFTER AWARD. THE DEPARTMENT WILL REVIEW THE FIGURES SUBMITTED ON THE BREAKOUT SHEET(S) TO ENSURE THEY MATCH THE RESPECTIVE LUMP SUM BID AMOUNT(S). MATHEMATICALLY INCORRECT BREAKOUT SHEETS WILL BE RETURNED FOR IMMEDIATE CORRECTION.

BREAKOUT SHEETS MAY BE SUBMITTED;

VIA E-MAIL TO: [DOT-ASK@STATE.DE.US](mailto:DOT-ASK@STATE.DE.US)  
SUBJECT: **FIELD(1)** Breakout Sheet

OR MAILED TO: DELDOT  
CONTRACT ADMINISTRATION  
PO BOX 778, DOVER, DE 19903

'BREAKOUT SHEET' AND THE PROJECT NUMBER  
MUST APPEAR ON THE ENVELOPE.

**CERTIFICATION**  
Contract No. DOT1415-FENCE\_ND

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

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

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

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

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

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

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

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

No.	Date								
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA**

**MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE:** \_\_\_\_\_



**AFFIRMATION:**

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain

-----  
Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand \_\_\_\_\_  
( 20 \_\_\_\_ ).

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary  
Seal

\_\_\_\_\_  
Notary

CANNOT BE  
USED FOR  
BIDDING

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_

as **Principal**, and \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly bound unto the **State** in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on Contract No. DOT1415-FENCE ND, to be paid to the **State** for the use and benefit of its Department of Transportation ("**DeIDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of **Surety**

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title