

# STATE OF DELAWARE

This Copy is for information only.  
You must request a CD from  
DeIDOT in order to bid.



## DEPARTMENT OF TRANSPORTATION

### BID PROPOSAL

for

### CONTRACT DOT1706-FENCE ND

Right of Way Fence Replacement, North District, Open End, FY 18-19

NEW CASTLE COUNTY

ADVERTISEMENT DATE: May 1, 2017

COMPLETION TIME: 730 Calendar Days

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION  
DELAWARE DEPARTMENT OF TRANSPORTATION  
AUGUST 2016

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time May 30, 2017

**RIGHT OF WAY FENCE REPLACEMENT, NORTH DISTRICT, OPEN END, FY  
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 labor and materials for project. This purpose of this contract is to repair or replace damaged right-of-way fence as required for all state maintained roads in the north district (depicted on the plans), including I-95, I-295, I-495 and related ramps. The work shall include, but not be limited to, maintenance of traffic, removal of damaged fence and components, and repair/replacement of damaged fence and components as required and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION TIME

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 July 28, 2017.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DeIDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DeIDOT at [dot-ask@state.de.us](mailto:dot-ask@state.de.us), or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time May 30, 2017 unless changed via addendum.
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 bid opening date in order to receive a response. Please include DOT1706.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. THE BID PROPOSAL incorporates a cd containing **Expedite, version 5.9a** and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Expedite file. The Expedite bid file must be printed and submitted in paper form along with the cd and other required documents prior to the Bid due date and time.
4. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
5. DRUG TESTING - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). Refer to the full requirements by following the below link: <http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.htm>  
Please note a few of the requirements listed below;
  - \* At bid submission - submit with the bid a signed affidavit certifying that the Contractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation;
  - \* Two business days prior to contract execution - The awarded Contractor shall provide to **DeIDOT** copies of the Employee Drug Testing Program for the Contractor, and may submit any Subcontractor's Employee Drug Testing Program for approval;
  - \* Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DeIDOT** has approved the subcontractor in writing;
  - \* Testing Report Forms shall be submitted to DeIDOT monthly (forms will be provided).
  - \* Penalties for non-compliance are specified in the regulation.

6. August 2016 Standard Specifications apply to this contract. The Contractor shall make himself aware of any revisions and corrections (Supplemental Specifications, if any) and apply them to the applicable item(s) of this contract. The 2016 Standard Specifications can be [viewed here](#).
7. NO RETAINAGE will be withheld on this contract.
8. 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.
9. PLEASE NOTE revisions to 'Equality of Employment Opportunity on Public Works' under General Notices.
10. REMINDER; A copy of your firm's Delaware Business License must be submitted with your bid.
11. **BREAKOUT SHEETS** MUST be submitted either with your bid documents; or within seven (7) calendar days following the bid due date by the lowest apparent bidder. Refer to instructions adjacent to the Breakout Sheets in this document.
12. **Flatwork Concrete Technician Certification Training:**  
Section 501.03, 503.03, 505.03, 610.03, 701.03 and 702.03 of the 2016 Standard Specifications require contractor's to provide an American Concrete Institute (ACI) or National Ready Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishing of flatwork concrete. Concrete flatwork certification will be effective starting on March 1, 2018.
13. The initial Performance Bond must be submitted prior to contract execution. Performance Bonds for any following years, must be in place by the start of the contract and for the entire contract year.

**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, 2016", 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) states;

- 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity or national origin.
3. The contractor will ensure employees receive equal pay for equal work, without regard to sex. Employee pay differential is acceptable if pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or if the differential is based on any other factor other than sex.

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.

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 N. 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

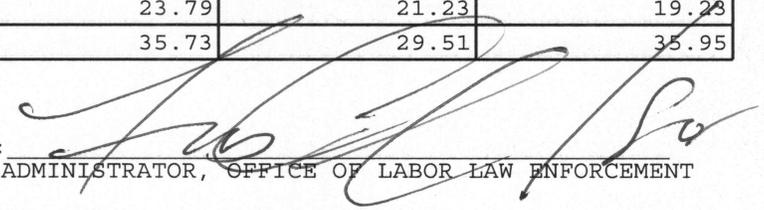
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	51.99	51.99	15.17
CARPENTERS	53.48	53.81	42.77
CEMENT FINISHERS	33.91	34.12	27.13
ELECTRICAL LINE WORKERS	23.52	45.39	22.22
ELECTRICIANS	66.85	66.85	66.85
IRON WORKERS	62.35	24.95	26.50
LABORERS	43.30	39.85	39.12
MILLWRIGHTS	16.84	16.34	14.11
PAINTERS	67.07	67.07	67.07
PILEDRIVERS	69.44	24.83	28.17
POWER EQUIPMENT OPERATORS	42.91	41.41	37.92
SHEET METAL WORKERS	23.79	21.23	19.28
TRUCK DRIVERS	35.73	29.51	35.95

CERTIFIED: 04/19/2017

BY: 

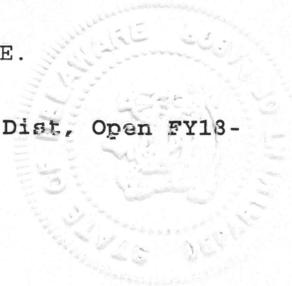
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**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: DOT 1706-Fence ND, Right of Way Fence Replacement, North Dist, Open FY18-FY19, New Castle County



# **SPECIAL PROVISIONS**

**727500 - 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 501, 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.

4/5/17

**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 24 hours of notification by the 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 24 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 24 hours as indicated above.

4/5/17

# **BID PROPOSAL FORMS**

**CONTRACT DOT1706.01**

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

DEPARTMENT OF TRANSPORTATION  
BIDDERS ROOM (B1.11.01)  
800 BAY ROAD  
DOVER, DELAWARE 19901

Identify the following on the outside of the sealed envelope:

- **Contract Number DOT1706-FENCE\_ND**
- **Name of Contractor**

CONTRACT ID: DOT1706.01

PROJECT(S): DOT1706-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	727000 CHAIN LINK FENCE	LF	450.000			
0020	727001 RIGHT-OF-WAY FENCE	LF	450.000			
0030	727002 WOOD POST AND RAIL FENCE	LF	75.000			
0040	727003 VINYL POST AND RAIL FENCE	LF	75.000			
0050	727004 WOOD VERTICAL SLAT FENCE	LF	75.000			
0060	727005 DECORATIVE FENCE	LF	75.000			
0070	727010 CHAIN LINK FENCE GATE	EACH	2.000			
0080	727011 RIGHT-OF-WAY FENCE GATE	EACH	2.000			
0090	727020 FENCE REPAIR	LUMP		LUMP		
0100	727021 GATE REPAIR	LUMP		LUMP		

CONTRACT ID: DOT1706.01

PROJECT(S): DOT1706-FENCE\_ND

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	727030 FENCE RELOCATION	50.000 LF				
0120	727031 GATE RELOCATION	2.000 EACH				
0130	727500 ROCK EXCAVATION FOR POST	20.000 LF				
0140	763000 INITIAL EXPENSE/DE-MOBILIZATION	LUMP		LUMP		
0150	763507 EMERGENCY MOBILIZATION	LUMP		LUMP		
0160	802003 ARROW PANELS TYPE C	10.000 EADY				
0170	805001 PLASTIC DRUMS	100.000 EADY				
0180	808002 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	10.000 EADY				
0190	810001 TEMPORARY WARNING SIGNS AND PLAQUES	100.000 EADY				
0200	811001 FLAGGER, NEW CASTLE COUNTY STATE	70.000 HOUR				
	SECTION 0001 TOTAL					
	TOTAL BID					

# 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: **DOT1706.01** 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 727020 - FENCE REPAIR**

**CONTRACT NO. DOT 1706-FENCE\_ND**

ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	450	LF	CLEARING OF FENCE LINE FOR RIGHT OF WAY FENCE	\$	\$
2	200	LF	BARBED WIRE	\$	\$
3	75	LF	RESETTING BARBED WIRE	\$	\$
4	500	LF	WOVEN WIRE FABRIC FOR RIGHT OF WAY FENCE	\$	\$
5	1	EA	METAL FLAP GATE FOR RIGHT OF WAY FENCE	\$	\$
6	2	EA	METAL TERMINAL POSTS FOR RIGHT OF WAY FENCE (END, PULL AND CORNER POSTS) 2-1/2" O.D.	\$	\$
7	2	EA	METAL TERMINAL CAPS FOR RIGHT OF WAY FENCE (END, PULL AND CORNER POSTS) 2-1/2" O.D.	\$	\$
8	15	EA	METAL LINE POST FOR RIGHT OF WAY FENCE "T" BEAM	\$	\$
9	2	EA	METAL LINE POST BRACES FOR RIGHT OF WAY FENCE, 5/8" O.D.	\$	\$
10	2	EA	CONCRETE TERMINAL POST FOOTINGS FOR RIGHT OF WAY FENCE (END, PULL AND CORNER POSTS)	\$	\$
11	2	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 727020 - FENCE REPAIR \$**  
(LUMP SUM BID PRICE FOR ITEM 727020 - FENCE REPAIR)

**BREAKOUT SHEET - 2  
Item 727021 - GATE REPAIR**

**CONTRACT NO. DOT 1706-FENCE\_ND**

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/WALK GATE POST FOR 6' CHAIN LINK FENCE	\$	\$
6	2	EA	VEHICULAR/WALK GATE POST CAPS FOR 6' CHAIN LINK FENCE	\$	\$
7	2	EA	VEHICULAR/WALK GATE PATCHES FOR RIGHT OF WAY FENCE	\$	\$
8	2	EA	VEHICULAR/WALK GATE STOPS FOR RIGHT OF WAY FENCE	\$	\$
9	2	EA	VEHICULAR/WALK GATE LOCKING DEVICES FOR RIGHT OF WAY FENCE	\$	\$
10	2	EA	VEHICULAR/WALK GATE LATCHES FOR 6' CHAIN LINK FENCE	\$	\$
11	2	EA	VEHICULAR/WALK GATE STOPS FOR 6' CHAIN LINK FENCE	\$	\$
12	2	EA	VEHICULAR/WALK GATE LOCKING DEVICES FOR 6' CHAIN LINK FENCE	\$	\$
13	2	EA	CONCRETE VEHICULAR/WALK GATE POST FOOTING FOR 6' CHAIN LINK FENCE	\$	\$
<b>TOTAL ITEM 727021 - GATE REPAIR \$ _____</b> (LUMP SUM BID PRICE FOR ITEM 727021 - GATE REPAIR)					

# "ATTENTION"

# TO BIDDERS

**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: **DOT1706.01** 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.

**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, NOTARIZED, AND RETURNED WITH YOUR BID.**

**CERTIFICATION**  
Contract No. DOT1706-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. DOT1706-FENCE ND, to be paid to the **State** for the use and benefit of its Department of Transportation ("**DelDOT**") 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 **DelDOT** 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 **DelDOT**, 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