

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 DOT1719-SANDFILTER_MAINT

SAND FILTER MAINTENANCE FY-18

Statewide

ADVERTISEMENT DATE: January 29, 2018

COMPLETION TIME: 30 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 prior to 2:00 P.M. local time **February 27, 2018**

Contract No. DOT1719-SANDFILTER_MAINT

SAND FILTER MAINTENANCE FY-18
Statewide

GENERAL DESCRIPTION

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for this contract. This project is intended to restore 34 existing Sand Filters (2 Lancaster Pike; 32 Kennett Pike) and 1 existing Sediment Forebay (alternate location in South Bethany) to their original operating condition 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 60 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about May 21, 2018.

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, 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 prior to 2:00 P.M. local time February 27, 2018 unless changed via addendum.
2. QUESTIONS regarding this project are to be e-mailed to 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 DOT1719-SANDFIL 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>
Regulation was revised for projects advertised beginning 01/01/18. Please review the revised regulation for details. Note a few of the requirements;
 - * At bid submission - Each Contractor must submit with the bid *a single signed affidavit certifying that the Contractor and Subcontractor(s) has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation;*
 - * At least Two business days prior to contract execution - The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor, each participating DBE firm, and any other listed Subcontractors;

- * ~~Testing Report Forms shall be submitted to DeIDOT monthly.~~ *No longer required.*
 - * 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;
 - * Penalties for non-compliance are specified in the regulation.
6. NO RETAINAGE will be withheld on this contract.
 7. EXTERNAL COMPLAINT PROCEDURE can be viewed on DeIDOT's Website [here](#), or you may request a copy by calling (302) 760-2555.
 8. REMINDER; A copy of your firm's Delaware Business License must be submitted with your bid.
 9. 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](#).
 - 9a. 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.
 10. No utility relocation involvement is anticipated. Should any conflicts be encountered during construction requiring adjustment and/or relocation of the agencies' existing facilities, the necessary relocation work shall be accomplished by the respective agencies' forces, as directed by the District Engineer. Any adjustments and/or relocations of municipally owned facilities shall be done by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer.
 11. No environmental permits are required for this work provided no jurisdictional wetlands or waters are impacted. If there is any question as to whether or not a water or wetland is jurisdictional, contact the DeIDOT Environmental Section at 302-760-2264.
 12. It is anticipated that all work will occur within DeIDOT's existing right of way or easement areas. Should the need occur to trespass onto private property; it will be the responsibility of the Project manager to secure such trespass needs.
 13. It is anticipated that all work will occur within DeIDOT's right of way. Should the need occur to trespass onto railroad property, including the highway-rail crossing; it will be the responsibility of the project manager to contact the railroad chief engineer and obtain written authorization before entering.
 14. The project manager shall be responsible for coordinating with the Traffic Section relating to any impacts to Traffic Section facilities (including but not limited to traffic loops, junction wells etc.) at least 4 weeks in advance 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. Sufficient time shall be provided for the review and approval of the 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.
 15. 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.
 16. There are no Wage Rates associated with this project.

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

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

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

The specifications entitled "Standard Specifications for Road and Bridge Construction, August, 2016", hereinafter referred to as the Standard Specifications, and 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. The Specifications and any Supplemental Specifications can be [viewed here](#).

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).

SPECIAL PROVISIONS

905501 – SAND FILTER CLEANING

Description:

The item shall consist of cleaning sand filters, including the removal and replacement of covers and grates, the removal of all water and sediment, removal and installation of new sand, stone and the geotextile sock on the underdrain system, and disposal of all removed materials, all in reasonably close conformity with the details shown on the drawings and in accordance with these specifications.

Materials:

Sand shall conform to the requirements of Section 1003 of the Standard Specifications.

Stone shall be ¾ inch (DE No. 57 or equiv.) Stone shall comply with quality and gradation requirements of Sections 1004 of the Standard Specifications.

The geotextile fabric sock or tube shall be non-woven drainage fabric and shall conform to the requirements of Section 1060.

Cleaning Methods:

Remove all sand, debris and water from both chambers of the sand filter and the receiving weirs. Both chambers shall be maintained to a broom clean condition. Remove geotextile from existing underdrain. Replace with new geotextile fabric sock or tube, secured with a removable band of Contractor's choice for maintenance purposes such as wire or duct tape, subject to the Department's concurrence.

Install sand and stone in accordance with plan specifications.

Maintenance of Traffic. The contractor must install maintenance of traffic measures as required prior to any cleaning operations.

Disposal. All materials, solids and liquids, removed by the cleaning operation shall become the property of the Contractor and shall be removed from the Project or otherwise properly disposed of. Prior sampling on DelDOT sand filters has shown that all waste removed from the unit has been considered non-hazardous. If additional sampling is required prior to disposal, DelDOT will perform that work at no cost to the contractor.

Method of Measurement:

The quantity of sand filters cleaned will not be measured.

Basis of Payment:

The quantity of sand filters will be paid for at the Contract lump sum. Price and payment will constitute full cleaning, disposal, maintenance and replacement of sand, stone, geotextile sock and for all labor, equipment, tools and incidentals necessary to clean and return the unit to an operating condition and complete the work.

10/12/17

910501 -MAINTENANCE OF EXISTING STORMWATER BMP

Description:

This work consists of the dewatering of a Stormwater Best Management Practice (BMP), the removal and disposal of all accumulated sediment, trash and debris and restoring the existing Stormwater BMP as shown on the plans.

Construction Methods:

Excavation work shall be accomplished in a manner preventing surface water and subsurface or groundwater from flowing into the BMP. Excavation can be completed manually with excavation equipment and tools or with a combination vacuum truck capable of removing the sediment and water. Undisturbed areas draining to the excavation shall be directed around or away from the excavated area using any combination of berms, pipes, dikes, pumps, etc. in order to establish a clean water diversion. The Contractor shall comply with applicable sediment control measures.

Permits. The Contractor shall obtain all necessary dewatering or well permits for dewatering and disposal of pumped water as required to construct and complete the Work.

Licensing. The Contractor shall be responsible for acquiring any and all licenses, or shall employ the services of properly licensed subcontractors, in order to complete the dewatering of the existing Stormwater BMP.

Submittals. Clean water diversion plans and dewatering system working drawings shall be submitted for review and acceptance in accordance with Section 105 of the Standard Specifications.

Dewatering. The Contractor shall provide for dewatering of the existing Stormwater BMP using any combination of pumps, sumps, suction and discharge lines and other dewatering system components necessary to lower the water surface, and if necessary, the ground water table in order to facilitate the excavation of the proposed Stormwater BMP described in the plans.

The Contractor's dewatering system shall remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. The dewatering system shall convey water removed from the BMP and rainwater to collecting or run off areas utilizing sediment control measures as appropriate and in accordance with the Delaware Sediment and Erosion Control Manual. The Contractor shall be responsible for selecting discharge locations for the dewatering system that will prevent any flooding of the project site and surrounding areas.

Surface and groundwater shall not be allowed to rise around the proposed outlet structure and spillway until final grades & stabilization has been established and approved by the Engineer. Dewatering shall be continued until such time as the BMP maintenance has been completed, the proposed BMP has been maintained to a broom clean condition, and accepted by the Engineer.

The Contractor shall redirect and dispose of the water from the work area in a suitable manner without damage to the adjacent property, buildings, structures, utilities, and other work as a result of settlement or other groundwater-related effects. No water shall be drained into work built or under construction without prior consent of the Engineer. Water shall be disposed of in such a manner as not to be a menace to the Public Health. No discharge to the sanitary system shall be allowed. The Contractor shall assure that no soil particles will be present in the discharge.

In the event the Contractor's dewatering operations affect any public or private water supplies or wells

within the project area, the Contractor shall take whatever steps are necessary to provide uninterrupted water service to those so affected.

The Contractor shall provide back-up equipment and replacement as necessary in order to ensure the continuous dewatering of the work area.

Disposal. All materials, solids and liquids, removed by the cleaning operation shall become the property of the Contractor and shall be removed from the Project or otherwise properly disposed of. Prior sampling on DeIDOT BMPs has shown that all waste removed from the unit has been considered non-hazardous. If sampling is required prior to disposal, DeIDOT will perform that work at no cost to the contractor.

Method of Measurement:

The quantity for dewatering and material removed will not be measured.

Basis of Payment:

The quantity of Dewatering and Maintenance of the Existing Stormwater BMP will be paid for on a lump sum basis. Price and payment will constitute full compensation for dewatering of the work area, for installation and maintenance of all the erosion and sediment control measures associated with dewatering and the bypass of clean water; for providing, fueling, and maintaining pumps; for removing and disposing of all temporary material utilized in the dewatering and maintenance of the proposed Stormwater BMP; for full disposal of all sediment, trash and debris removed from the Stormwater BMP; for full cleaning and maintenance; and for all labor, equipment, tools, and incidentals required to complete the work and restore the staging area to its original condition. No additional compensation will be provided for repairing, restoring, relocating or redesigning of the dewatering and bypass system due to vandalism, weather or groundwater related failures of the systems.

10/12/17

BID PROPOSAL FORMS

CONTRACT DOT1719-SANDFILTER_MAINT

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 DOT1719-SANDFILTER_MAINT
- Name of Contractor

CONTRACT ID: DOT1719-SANDFILTER_MAINT PROJECT(S): DOT1719-SANDFIL

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 MAINTENANCE EXISTING BMP						
0010	910501 MAINTENANCE OF EXISTING STORMWATER BMP	LUMP	LUMP			
	SECTION 0001 TOTAL					
SECTION 0002 SAND FILTER CLEANING						
0020	763000 INITIAL EXPENSE/DE-MOBILIZATION	LUMP	LUMP			
0030	801000 MAINTENANCE OF TRAFFIC	LUMP	LUMP			
0040	811001 FLAGGER, NEW CASTLE COUNTY STATE	HOUR	125.000			
0050	811003 FLAGGER, SUSSEX COUNTY, STATE	HOUR	40.000			
0060	905501 SAND FILTER CLEANING	LUMP	LUMP			
	SECTION 0002 TOTAL					
	TOTAL BID					

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

THIS FORM WILL BE UPDATED VIA ADDENDUM

**CANNOT BE
USED FOR
BIDDING**

CERTIFICATION

Contract No. DOT1719-SANDFILTER_MAINT

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 _____

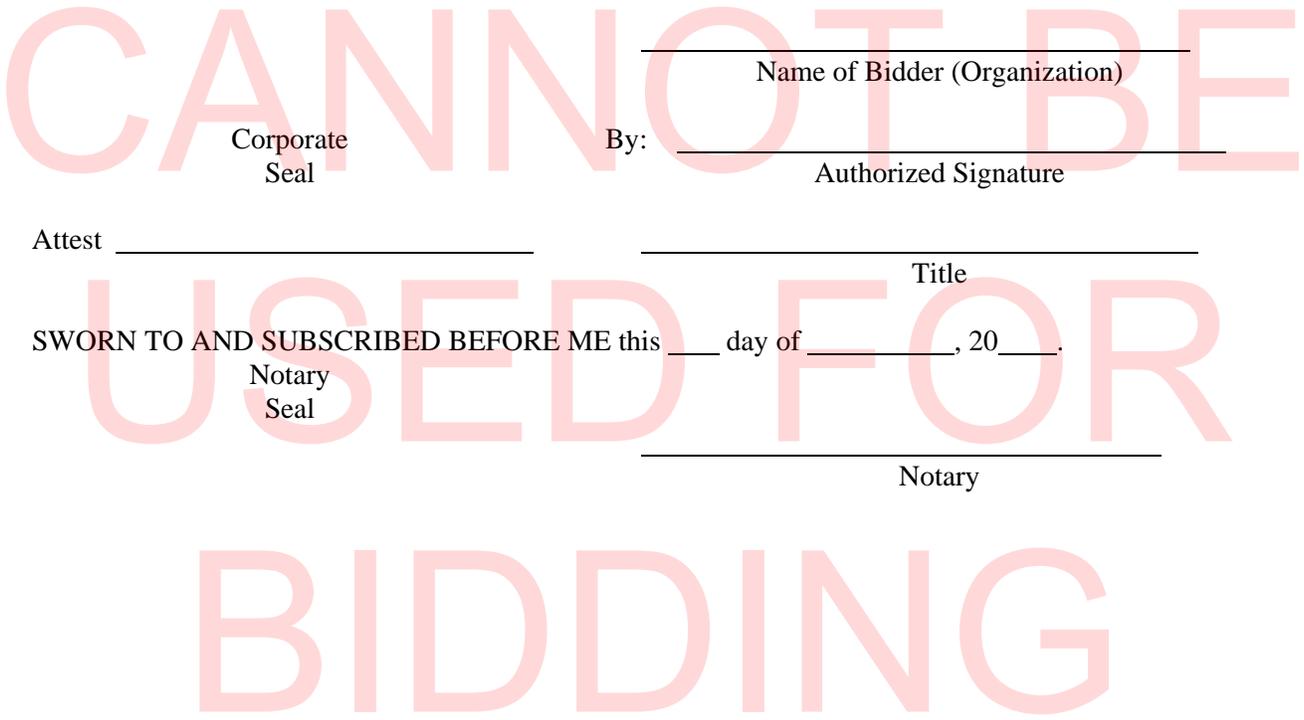
Sealed and dated this _____ day of _____ in the year of our Lord two thousand _____ (20__).

Name of Bidder (Organization)
Corporate Seal By: _____
Authorized Signature

Attest _____
Title

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

Notary



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. DOT1719-SANDFILTER MAINT, 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