



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

VIA WEBSITE POSTING

October 27, 2017

Contract No. T200411901.01
Federal Aid Project No. ESTP-N018(10)
US 40 / SR 72 Intersection Improvements
New Castle County

Ladies and Gentlemen:

Enclosed is Addendum No. 2 for the referenced contract consisting of the following:

1. The date for the receipt of bids has been moved to Tuesday, **November 7, 2017**, at 2:00 p.m.
2. The Bid Proposal Cover, revised, to be substituted for the same page in the Proposal.
3. Two (2) pages, Prospective Bidders Notes, page ii revised and page iia added. Bidders Note #11 has been added to the Proposal.

Please note the revisions listed above and submit your bid based upon this information.

Sincerely,

~signature on file~

Robert A. Kovacs
Competitively Bid Contracts Coordinator
Delaware Department of Transportation

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T200411901.01

FEDERAL AID PROJECT NO. ESTP-N018(10)

CFDA NO. 20.205

US 40 / SR 72 Intersection Improvements

NEW CASTLE COUNTY

ADVERTISEMENT DATE: October 2, 2017

COMPLETION TIME: 1,047 Calendar Days

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

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 ~~October 31~~ **November 7, 2017**

6. SUPPLEMENTAL SPECIFICATIONS to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#). 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.
7. **DBE PROGRAM REQUIREMENTS under 49CFR §26.53(b)(3)(i)(B) change effective January 1, 2017. Submission of DBE participation information is now required from the lowest apparent bidder no later than five (5) calendar days after bid opening (formerly 7 days).**
8. No RETAINAGE will be withheld on this contract.
9. 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.
10. PROPOSED TRAINEE PLANS - The number of trainees to be trained will be **3**, as listed in the Training Special Provisions within Contract General Notices. The program(s) must be submitted within 10 Calendar Days of notification of apparent low bidder status. Contract Award will not take place until acceptable On-the-Job (OJT) program plans are received by the Civil Rights Group of the Department. Failure of the apparent low bidder to present copies of an acceptable OJT Trainee Programs within ten (10) calendar days of notification of apparent low bidder status, shall create a rebuttable presumption that the bid is not responsive.

11. Incentive/Disincentive:

All work on this contract must be complete within 1047 Calendar Days. The Contract Time includes an allowance for a total of 173 weather days. Seven (7) of these weather days are specifically for the 60-day incentive/disincentive duration for the Phase 2 culvert construction described below and can only be used during that period. The remaining 166 weather days are for all other work durations excluding the Phase 2 culvert construction and can only be used during those periods. It is the Department's intent to issue a Notice to Proceed such that the Phase 2 work starts on or about June 12, 2018.

As detailed in the Plans, Bridge 1-360 will be reconstructed during Phase 2 while SR 72 is under detour during the summer of 2018. The culvert replacement must be complete and SR 72 open to traffic within 60 full calendar days starting on June 12, 2018. The Contractor will be paid at the rate of \$48,000.00 per day, as an incentive, for each full calendar day that Phase 2 is substantially complete and Bridge 1-360 is fully open to traffic prior to the 60TH calendar day, which will be August 11, 2018. The maximum incentive payment will be for no more than six (6) full calendar days for early completion of the work. No payment shall be made for partial calendar days.

Should the Contractor fail to be substantially complete with the Phase 2 work and fail to have Bridge 1-360 fully open to traffic within the 60 calendar days allotted, the Department will deduct from payments due the Contractor a "Road User Cost" of \$48,000.00 per calendar day, starting on the 61ST calendar day (August 12, 2018), until such time as the Phase 2 work is complete and Bridge 1-360 is fully open to traffic through the 66TH calendar day (August 17, 2018). Should the Contractor fail to substantially complete the Phase 2 work and have Bridge 1-360 fully open to traffic by the 67TH calendar day (August 18, 2018), liquidated damages will be assessed on the contract as a whole until such time as all of the work is complete.

Phase 2 shall begin on June 12, 2018.

As used herein:

- (a) as to "substantially complete" the definition used in Section 101.79, Substantial Completion, as applied to Project T200411901, and
- (b) as to "Bridge 1-360 is fully open to traffic" shall mean that all Maintenance of Traffic (MOT) devices required for the SR 72 detour during Phase 2 work are removed from the travel lanes and shoulders of SR 72 and a one northbound and one southbound travel lane are open to traffic. Additional MOT devices required for continued roadway construction north of US 40 will be permitted.

All Phase 2 work associated with the Bridge 1-360 construction shown on the Plans shall be completed in its entirety including but not limited to, removal of existing culvert, installation of the new precast concrete culvert, construction of new wingwalls, stream stabilization, installation of the new Artesian water main crossing, backfill and pavement construction, and guardrail installation to allow for one northbound and one southbound travel lane crossing Bridge 1-360.

Updates and Other General Conditions:

1. In order to minimize disruption and cost to the traveling public, the Contractor shall give his/her full attention to this project, such that all work will be completed as soon as possible after "Notice to Proceed".

Contract No. T200411901.01

2. Project changes that are ordered by DelDOT, such as plan revisions, change order additions, and delays, that cause the Project Completion Date to shift to a later time will allow for the establishment of a revised Project Completion Date. In that event, the incentive bonus or, deduction would be applied for a period of six (6) calendar days before or after the newly established revised Project Completion Date. Circumstances that shall not cause the Project Completion Date to change include, but are not limited to, subcontractor non-performance, inability to meet scheduled activity durations, lack of manpower and/or equipment, and late material deliveries.
3. The "Road User Costs" specified in paragraph A, above do not alter or replace the liquidated damages as specified in Standard Specification Subsection 108.08 "Failure to Complete on Time". Once the Contract Completion Date has been reached, liquidated damages will be assessed on the Contract as a whole.
4. The completeness of the work shall be determined solely by the Engineer.
5. Calendar day shall be defined as in Standard Specification 101.03, Definitions.
6. As used herein:
 - (a) as to "substantially complete" the definition used in Section 101.79 Substantial Completion, as applied to the project; and
 - (b) as to "fully open to traffic" shall mean that all Maintenance of Traffic (MOT) devices required for the SR 72 detour during Phase 2 work are removed from the travel lanes and shoulders of SR 72 and a one northbound and one southbound travel lane are open to traffic. Any Phase 2 work punch list item requiring a full closure of SR 72 and an additional detour does not constitute "substantial completion" and will result in time charges, road user costs and/or liquidated damages to be assessed, unless otherwise directed by the Engineer.