

# STATE OF DELAWARE

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## DEPARTMENT OF TRANSPORTATION

### BID PROPOSAL

for

### CONTRACT T201387701.01

GUARDRAIL REPAIR, NORTH DISTRICT, OPEN END, FY 2014-2016

NEW CASTLE COUNTY

ADVERTISEMENT DATE: MAY 6, 2013

Completion Date 1,095 Calendar Days

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

Bids will be received in the Bidder's Room (B1.11.01), Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time June 4, 2013



**GUARDRAIL REPAIR, NORTH DISTRICT, OPEN END, FY 2014-2016  
NEW CASTLE COUNTY**

**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 TO REPAIR DAMAGED GUARDRAIL, GUARDRAIL COMPONENTS AND END TREATMENTS AS REQUIRED FOR ALL STATE MAINTAINED ROADS WITHIN DELDOT NORTH DISTRICT. THIS INCLUDES INTERSTATE ROADS I-95, I-295 AND I-495, AND ALL OTHER STATE MAINTAINED ROADS WITHIN NORTH DISTRICT. MAPS DELINEATING THE APPROXIMATE BOUNDARIES OF NORTH DISTRICT MAINTENANCE AREAS ARE INCLUDED WITH THESE PROJECT NOTES. THE WORK SHALL INCLUDE BUT NOT BE LIMITED TO MAINTENANCE OF TRAFFIC, REMOVAL OF DAMAGED GUARDRAIL, COMPONENTS AND END TREATMENTS, REPAIR/REPLACEMENT OF DAMAGED GUARDRAIL, COMPONENTS AND END TREATMENTS, TOPSOIL, SEEDING AND MULCHING AS REQUIRED OR DIRECTED BY THE ENGINEER ON THE INDIVIDUAL WORK ORDERS, and 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 1,095 Calendar Days .

It is the Department's intent to issue a Notice to Proceed such that work starts on or about July 15, 2013

**ELECTRONIC BIDDING**

**This project incorporates a newer version of the electronic bidding system, Expedite 5.9a..** Bidders wishing to use the electronic bidding option will find the installation file on the plan holders bid file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 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).



**PROSPECTIVE BIDDERS NOTE:**

1. No retainage will be withheld on this contract.
2. The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
3. Make note of the new version of Electronic Bidding software as noted above.

**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
HOURL	Hour	N/A	h	Hour	HOURL
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.

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.

#### 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."

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, 2013

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	46.83	46.83	14.51
CARPENTERS	42.64	50.06	39.82
CEMENT FINISHERS	28.79	26.13	23.29
ELECTRICAL LINE WORKERS	22.50	43.42	21.25
ELECTRICIANS	60.60	60.60	60.60
IRON WORKERS	42.20	23.87	25.35
LABORERS	28.95	26.97	26.82
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	58.07	58.07	58.07
PILEDRIVERS	66.42	23.75	26.95
POWER EQUIPMENT OPERATORS	37.00	29.47	27.16
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	29.08	21.42	19.13

CERTIFIED:

4/23/13

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:** T201387701.01 Guardrail Repair, North District, Open End, FY 2, 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 \$561.67 per ton (\$619.13 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.



**720549 - GALVANIZED STEEL POST, EXTRA LENGTH**

**Description:**

This work consists of furnishing and installing galvanized steel guardrail post longer than the standard length 6' (1830 mm) in accordance with note and details on the Plans and as directed by the Engineer.

**Materials:**

The extra length galvanized steel post shall conform to the requirements of Section 720 of the Standard Specifications and the Standard Construction Details.

**Construction Method:**

Installation of the post shall be in accordance with Section 720 of the Standard Specifications.

**Method of Measurement:**

The quantity of steel post, extra length will be measured in meters as the total length of post minus the standard length of 6' (1830 mm) 2.c. An extra length post 8' (2430 mm) in length will measure 2' (0.60 meters) of extra length [ $8' - 6' = 2'$  ( $2430 \text{ mm} - 1830 \text{ mm} = 600 \text{ mm} = 0.60 \text{ m}$ )]. The standard length of 6' (1830 mm) will be paid for under the guardrail installation item(s).

**Basis of Payment:**

The quantity of steel post, extra length will be paid for at the Contract unit cost per foot (meter). Price and payment will constitute full compensation for furnishing all material and for all labor, tools, and incidentals required to complete the work.

3/17/03

**720566 - SETTING GUARDRAIL POST IN ROCK**

**Description:**

This work consists of furnishing equipment and all materials, drilling post hole in rock and setting guardrail posts at locations indicated on the Plans and as directed by the Engineer.

**Materials and Construction Methods:**

If solid rock is encountered before a guardrail post is installed to its full embedment depth, drill a 12" (300mm) min. - 16" (400 mm) max. diameter hole in the rock, either to a depth of 20" (500 mm) or to that depth where the post's full embedment is achieved. If the 20" (500 mm) depth is achieved prior to reaching full embedment depth, cut off the post to the appropriate length to provide 20" (500 mm) embedment in the rock. Backfill the hole with suitable material, compacted according to the Standard Specifications. The material removed from the hole, if suitable, may be used as backfill. Use Borrow Type C if material removed from the hole is unsuitable. Concrete cannot be used for backfill.

**Method of Measurement:**

The quantity of guardrail post set in rock will be measured from the bottom of the post to the ground level (embedded length of post). The depth of rock drilled will not be measured.

**Basis of Payment:**

The quantity of guardrail post set in rock will be paid for at the Contract unit price per linear foot (meter). Price and payment constitute full compensation for drilling in rock, furnishing, placing and compacting backfill, disposal of discarded materials, for all labor, equipment, tools and incidentals necessary to complete the work.

9/30/03

**720585 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1 - 31**  
**720586 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2 - 31**  
**720588 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3 - 31**

**Description:**

This work consists of furnishing and installing an impact attenuating guardrail end treatment in accordance with the locations, notes and details on the Plans, the Standard Construction Details, these Special Provisions, and as directed by the Engineer.

**Materials:**

The end treatment system shall meet the requirements of NCHRP Report No. 350 Test Level 3. The Guardrail End Treatment, Type 1 shall be designed for installation parallel to the roadway. The Guardrail End Treatment, Type 2 shall be designed for installation with the end flared back from the roadway. The Guardrail End Treatment, Type 3 shall be designed for installation where 2 runs of guardrail come together.

The entire end treatment shall be designed for quick and easy replacement after an impact.

Guardrail End Treatment Attenuator Type 1 shall have a minimum of 2 square feet (0.2 square meters) of yellow retroreflective material on the nose. Guardrail End Treatment Attenuator, Type 2 and Type 3 shall have a minimum of 3 square feet (0.3 square meters) of yellow retroreflective material on the nose.

The Contractor shall submit shop drawings, the manufacturer's certification, and the manufacturer's installation instructions to the Engineer. Installation cannot begin until these submissions have been approved by the Engineer.

**Construction Methods:**

The end treatment system shall be fabricated and installed in accordance with the manufacturer's recommendations and details shown on the Plans.

The end treatment system shall be installed so that there is no rigid object projecting more 4" (100 mm) above ground level in that portion of the attenuator impacted and broken away by an errant vehicle. It is the intent that the errant vehicle not be snagged by an embedded component of the end treatment attenuator.

The grading between the edge of pavement and the end treatment shall be 10:1 or flatter for the length of the end treatment.

Reflectorized washers are not to be used on attenuators unless specified and/or approved by the manufacturer.

The Guardrail End Treatment Attenuator, Type 1 shall be installed with steel tubes and soil plates for the first 4 (min.) wood post. As an alternate, the first 4 (min.) post may be hinged, breakaway steel post if the manufacturer's specifications permit.

Unless otherwise noted on the Plans, the Guardrail End Treatment Attenuator, Type 1 shall be installed with a 50:1 taper beginning 50' (15 m) from the end of the end treatment.

**Method of Measurement:**

The quantity of guardrail end treatment attenuators will be measured as the number of each type fabricated, installed and accepted.

Note: All guardrail end treatment attenuators will be considered as 50 feet (15 meters) long. The 50' (15 m) length will begin at the center of the nose post and extend back along the attenuator and guardrail to which it is attached. Any guardrail within the 50' (15 m) length will be considered as part of the guardrail end treatment attenuator and not be measured separately. Measurement for the guardrail will begin 50' (15 m) from the center of the nose post of the attenuator.

**Basis of Payment:**

The quantity of guardrail end treatment attenuators will be paid for at the Contract unit price per each type of guardrail end treatment attenuator. Price and payment will constitute full compensation for furnishing all materials, fabrication and installation and for all materials, labor, equipment, tools and incidentals required to complete the work.

**Note:** When this item is completely installed, the Contractor may notify the Engineer and request acceptance. The Engineer will make an inspection of the installation and the Contractor shall correct any deficiencies. Once the corrective work is completed to the satisfaction of the Engineer, the installation will be accepted and the Contractor will be relieved from the responsibility for this item. If this item is damaged before the final acceptance of the project, and the damage is not the result of the Contractor's negligence, the Engineer will notify the Contractor to make repairs, and the Contractor will make repairs at the unit price bid (in the case of complete replacement) or at a negotiated price (in the case of partial replacement or repair). Damage caused by the Contractor shall be repaired at no cost to the Department.

4/7/11

**720591 - END ANCHOR REPAIR****Description:**

This work consist of furnishing and installing parts in existing, damaged end anchors in accordance with these specifications, note and details on the Plans and as directed by the Engineer.

**Materials and Construction Methods:**

Material requirements and construction methods for this item shall conform to the applicable portions of Section 720 of the Standard Specifications and as specified on the Plans.

Parts to be furnished and installed to complete this item of work are:

Galv. Anchor Plate, End Anchor (B.C.T. or MELT)	4 EA
1 1/4" x 7'-3" Galv. Rod W/Welded Eye, End Anchor	1 EA
P.C.C. Anchor Block, End Anchor	1 EA
3/4" Dia. Galv. Cable, End Anchor	1 EA

All parts listed included necessary fittings and related hardware.

**Method of Measurement and Basis of Payment:**

The quantity of end anchor repair will not be measured for payment, but will be paid for at the Contract lump sum price complete in place and accepted. Price and payment will constitute full compensation for furnishing and installing all material, removing and disposing of damaged material, and for all labor, equipment, tools, and incidentals required to complete the work.

**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 part listed. The lump sum price bid for item 720591 - End Anchorage Repair shall be the sum of the total cost for all replacement parts listed. 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 the furnishing and installing of one or more of the parts listed and the right to add or subtract from the quantity of each 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 deletions are made.

720595 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL I REPAIR  
720596 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL II REPAIR  
720597 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL I REPAIR  
720598 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL II REPAIR  
720599 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL I REPAIR  
720600 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL II REPAIR  
720606 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3A, LEVEL I REPAIR  
720607 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3A, LEVEL II REPAIR  
720608 - IMPACT ATTENUATOR, TYPE I, LEVEL I REPAIR  
720609 - IMPACT ATTENUATOR, TYPE I, LEVEL II REPAIR

**Description:**

This work consists of repairing existing attenuators in accordance with notes and details on the Plans, these specifications and direction from the Engineer.

**Materials:**

All replacement materials shall be supplied and/or approved by the manufacturer of the attenuator. Any exception to this must be approved by the Engineer.

**Construction Methods:**

Repair work shall be performed in accordance with the manufacturer's recommendations and notes and details shown on the Plans.

**Method of Measurement:**

The quantity of attenuators repaired will be measured as the actual number of attenuators repaired and accepted.

**Basis of Payment:**

The quantity of attenuators repaired will be paid for at the Contract unit price for each repair. Price and payment will constitute full compensation for furnishing all materials, any manufacturer's assistance required, removing and disposing/salvaging of surplus materials, excavating, backfilling and compacting, and for all labor, equipment, tools, and incidentals required to do the work.

6/19/03

**720603 - REMOVE AND RESET GALVANIZED STEEL POST AND OFFSET BLOCK**

**Description:**

This work consists of removing and resetting existing dislocated galvanized steel guardrail posts and offset blocks in accordance with notes and details on the Plans, these specifications and directions by the Engineer.

**Material and Construction Materials:**

All damaged and/or rusted nuts, bolts, washers, and other hardware shall be replaced with new conforming to the requirements of Section 720 of the Standard Specifications. If a new steel rail element is required because the existing is damaged, it will be paid under item 720005 of this contract for furnishing and installing. Determination for such replacement shall be made by the Engineer.

The Contractor shall remove the guardrail post and offset block exercising every precaution to avoid and/or minimize damage to the rail element. If, in the opinion of the Engineer, damage was caused due the negligence of the Contractor, the Contractor shall make the replacement at his own expenses.

The guardrail post and offset block shall be reinstalled in accordance with Section 720 of the Standard Specifications. Where necessary the surrounding soil shall be compacted to provide adequate support for the post.

**Method of Measurement:**

The quantity of guardrail post and offset blocks removed and reset will be measured as the actual number of guardrail post and offset blocks removed, reset, and accepted.

**Basis of Payment:**

The quantity of guardrail post and offset blocks removed and reset will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for removing, resetting and reattaching the guardrail post and offset blocks, for replacing hardware (new rail with hardware shall be paid under separate item of this Contract), for all labor, tools, equipment and necessary incidentals to complete the work.

6/19/03

**720663 - GUARDRAIL END TREATMENT ATTENUATOR, MINOR REPAIR**

**Description:**

The work consists of minor repairs to existing damaged attenuators in accordance with Standard Construction Details, Project Notes, these specifications, and as directed by the Engineer. This specification applies to Guardrail attenuator Types I and II. The minor repairs to be included under this pay item are limited to the following :

- Re-attach Guardrail Extruder
- Replace / Tighten loose bolts
- Tighten assembly cable

**Materials:**

The only materials to be furnished by the Contractor under this pay item are bolts, if existing bolts cannot be re-used. All replacement bolts shall be supplied and/or approved by the manufacturer of the attenuator. Any exception to this must be approved by the Engineer.

**Construction Methods:**

Repair work shall be performed in accordance with manufacturer's recommendations and Standard Construction Details.

**Method of Measurement:**

The quantity of attenuators repaired will be measured as the actual number of attenuators repaired and accepted.

**Basis of Payment:**

The quantity of attenuators repaired will be paid for at the Contract unit price for each attenuator repaired. Price and payment will constitute full compensation for furnishing all materials, labor, equipment, tools, and incidentals required to do the work.

7/22/11



**725503 - GUARDRAIL TO BARRIER CONNECTION (APPROACH TYPE) REPAIR**

**Description:**

This work consist of furnishing and installing parts in existing, damaged guardrail to barrier connector (approach type) in accordance with these specifications, note and details on the Plans and as directed by the Engineer.

**Materials and Construction Methods:**

Material requirements and construction methods for this item shall conform to the applicable portions of Sections 720 and 725 of the Standard Specifications, the Standard Construction Details, notes and details on the Plans and as directed by the Engineer.

**Method of Measurement:**

The quantity of guardrail to barrier connector (approach type) repair will not be measured.

**Basis of Payment:**

The quantity of guardrail to barrier connection (approach type) repair will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing and installing all material, removing and disposing of damaged material, and for all labor, equipment, tools, and incidentals required to complete the work.

**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 part listed. The lump sum price bid for item 725503 - Guardrail to Barrier Connection (Approach Type) Repair shall be the sum of the total cost for all replacement parts listed. 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 the furnishing and installing of one or more of the parts listed and the right to add or subtract from the quantity of each 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 deletions are made.

6/19/03

**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

**763563 - PERFORMANCE AND PAYMENT BOND**

**Description:**

Performance and Payment Bond shall be paid to compensate the cost of bonding the Contract in accordance with Subsection 103.05 of the Standard Specification.

**Method of Measurement:**

The Contractor shall be paid the total cost of bond necessary for the contract once the Contract is executed.

**Basis of Payment:**

The payment for the item shall be made for at the Contract unit price per Lump Sum bid for "Performance and Payment Bond", which price and payment shall be full compensation. The payment for the Performance and Payment Bond will be included on the first estimate following the Contractor's submission of acceptable verification of actual cost.

6/12/98



**BID PROPOSAL FORMS**  
CONTRACT T201387701.01



DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 1  
DATE:

CONTRACT ID: T201387701.01 PROJECT(S): T201387701

All figures must be typewritten.

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

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

SECTION 0001 GUARDRAIL REPAIR ITEM

0010	720005 STEEL RAIL ELEMENT, STRAIGHT	30000.000 LF				
0020	720006 STEEL RAIL ELEMENT, CURVED	600.000 LF				
0030	720007 GALVANIZED STEEL POSTS	1000.000 EACH				
0040	720008 GALVANIZED STEEL BRACKETS	50.000 EACH				
0050	720009 SHORT WOOD BREAKAWAY POST, TREATED	25.000 EACH				
0060	720010 TREATED WOOD BLOCK	3000.000 EACH				
0070	720013 END SECTION (ROUNDED)	25.000 EACH				
0080	720014 TERMINAL CONNECTOR, BRIDGE AND BARRIER	10.000 EACH				
0090	720022 GALVANIZED RAIL ELEMENT, THRIE BEAM	10.000 EACH				





DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 2  
DATE:

CONTRACT ID: T201387701.01 PROJECT(S): T201387701

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	720023 GALVANIZED TRANSITION SECTION, THRIE BEAM	10.000 EACH				
0110	720024 GALVANIZED STEEL POST, THRIE BEAM	10.000 EACH				
0120	720025 GALVANIZED STEEL BRACKET, THRIE BEAM	10.000 EACH				
0130	720041 REFLECTORIZED WASHERS	1000.000 EACH				
0140	720050 GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	750.000 LF				
0150	720056 TREATED WOOD GUARDRAIL POST	25.000 EACH				
0160	720549 GALVANIZED STEEL POST, EXTRA LENGTH	50.000 LF				
0170	720566 SETTING GUARDRAIL POST IN ROCK	10.000 LF				
0180	720585 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1-31	45.000 EACH				
0190	720586 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2-31	10.000 EACH				



DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 3  
DATE:

CONTRACT ID: T201387701.01 PROJECT(S): T201387701

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	720588 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3-31	10.000 EACH				
0210	720591 END ANCHORAGE REPAIR	LUMP	LUMP			
0220	720595 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL I REPAIR	25.000 EACH				
0230	720596 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL II REPAIR	15.000 EACH				
0240	720597 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL I REPAIR	10.000 EACH				
0250	720598 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL II REPAIR	10.000 EACH				
0260	720599 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL I REPAIR	5.000 EACH				
0270	720600 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL II REPAIR	5.000 EACH				
0280	720603 REMOVE AND RESET GALVANIZED STEEL POST AND OFFSET BLOCK	25.000 EACH				



DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 4  
DATE:

CONTRACT ID: T201387701.01 PROJECT(S): T201387701

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0290	720663 GUARDRAIL END TREATMENT ATTENUATOR, MINOR REPAIR	50.000 EACH				
0300	725001 GUARDRAIL TO BARRIER CONNECTION (EXIT TYPE 31)	5.000 EACH				
0310	725002 GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 1-31	5.000 EACH				
0320	725003 GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 2-31	5.000 EACH				
0330	725503 GUARDRAIL TO BARRIER CONNECTION (APPROACH TYPE) REPAIR	LUMP	LUMP			
0340	726001 END ANCHORAGE 31	15.000 EACH				
0350	726002 BURIED END SECTION	5.000 EACH				
0360	732002 TOPSOIL, 6" DEPTH	50.000 SY				
0370	734013 PERMANENT GRASS SEEDING, DRY GROUND	50.000 SY				
0380	743003 ARROWPANELS, TYPE C	150.000 EADY				



DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 5  
DATE:

CONTRACT ID: T201387701.01 PROJECT(S): T201387701

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0390	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	150.000 EADY				
0400	743006 PLASTIC DRUMS	1000.000 EADY				
0410	743010 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	125.000 EADY				
0420	743024 TEMPORARY WARNING SIGNS AND PLAQUES	750.000 EADY				
0430	743050 FLAGGER, NEW CASTLE COUNTY, STATE	250.000 HOUR	50.66000		12665.00	
0440	743062 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	25.000 HOUR	73.46000		1836.50	
0450	763507 EMERGENCY MOBILIZATION	5.000 EACH				
0460	763563 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					





# CANNOT BE BREAKOUT SHEETS USED FOR BIDDING

THE FOLLOWING SHEETS MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL AT THE TIME OF BID. FAILURE TO COMPLETE THE BREAKOUT SHEETS AS REQUIRED WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED. BREAKOUT SHEETS MUST BE COMPLETED REGARDLESS OF WHETHER BIDDING BY ELECTRONIC MEANS OR TYPEWRITTEN HARD COPY.



SECTION 1			BREAKOUT SHEET - 1		CONTRACT NO. T201387701	
ITEM 720591 - END ANCHOR REPAIR						
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT	
1	5	EA	Galv. Anchor Plate, End Anchor	\$	\$	
2	5	EA	Swaged Cable Assemblage	\$	\$	
3	5	EA	Soil Plate	\$	\$	
4	5	EA	Timber Bearing Plate	\$	\$	
5	5	EA	Steel Tube	\$	\$	
TOTAL ITEM 720591 - END ANCHOR REPAIR \$						
(LUMP SUM BID PRICE FOR ITEM 720591)						

CANNOT BE  
USED FOR  
BIDDING



SECTION 1

BREAKOUT SHEET - 2

CONTRACT NO. T201387701

ITEM 725503 - GUARDRAIL TO BARRIER CONNECTION (APPROACH TYPE) REPAIR

ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	5	EA	GALV. STEEL BENT PLATE RUB RAIL (CUT TO LENGTH)	\$	\$
2	5	EA	GALV. STEEL W-BEAM TERMINAL CONNECTOR	\$	\$
3	5	EA	GALV. STEEL BENT RAIL (APPROACH TYPE 2)	\$	\$
4	5	EA	GALV. STEEL C6 X 8.2 RUB RAIL TO BARRIER CONNECTION	\$	\$
5	5	EA	GALV. STEEL SPACER TUBE 6" I.D. X 9"	\$	\$
6	5	EA	WOOD BLOCK FOR RUB RAIL (4 ½" X 3 1/2")	\$	\$
7	5	EA	WOOD BLOCK FOR RUB RAIL (TYPE 1, 2, 3, AND 4)	\$	\$
TOTAL ITEM 725503 - GUARDRAIL TO BARRIER CONNECTION (APPROACH TYPE ) REPAIR \$ (LUMP SUM BID PRICE FOR ITEM 725503)					



# "ATTENTION"

## TO BIDDERS

This Bid Proposal includes breakout sheets. The breakout sheets **MUST ACCOMPANY** the bid proposal at the time of bid. Failure to return completed breakout sheets **WILL RESULT** in the bid proposal being declared non-responsive and **REJECTED** as irregular.





## CERTIFICATION

Contract No.   T201387701.01  

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	No.	Date	No.	Date	No.	Date	No.	Date
-----	------	-----	------	-----	------	-----	------	-----	------

**(BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA.)**

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_  
( 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 unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on Contract  
No. T201387701.01 \_\_, 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