

STATE OF DELAWARE

THIS COPY IS FOR INFORMATION
ONLY. YOU MUST PURCHASE
THE PROPOSAL IN ORDER TO
SUBMIT A BID.



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201387801.01

GUARDRAIL CENTRAL, FY 2014-2016

KENT COUNTY

ADVERTISEMENT DATE: September 23, 2012

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 October 22, 2013

**GUARDRAIL CENTRAL, FY 2014-2016
KENT COUNTY**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for GUARDRAIL CENTRAL, FY 2014-2016, 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 January 15, 2014.

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This project incorporates a newer version of the electronic bidding system, Expedite 5.9a..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.



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.
4. Please note the quantities specified on the Bid Forms in this proposal represent the State's estimated need for three (3) years. Funding has currently been allocated for the first year only. The continuation of this contract is contingent upon available funding in the 2015 and 2016 Fiscal Years.

**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.

LOCATION.....	<u>i</u>
DESCRIPTION.....	<u>i</u>
CONSTRUCTION ITEMS UNITS OF MEASURE.	<u>ii</u>
GENERAL NOTICES.....	<u>1</u>
SPECIFICATIONS.....	<u>1</u>
CLARIFICATIONS.	<u>1</u>
ATTESTING TO NON-COLLUSION.....	<u>1</u>
QUANTITIES.....	<u>1</u>
PREFERENCE FOR DELAWARE LABOR.....	<u>1</u>
EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS.	<u>1</u>
TAX CLEARANCE.....	<u>2</u>
LICENSE.	<u>2</u>
DIFFERING SITE CONDITIONS.....	<u>2</u>
PREVAILING WAGES.....	<u>3</u>
SUPPLEMENTAL SPECIFICATIONS.....	<u>5</u>
SPECIAL PROVISIONS.	<u>7</u>
CONSTRUCTION ITEM NUMBERS.....	<u>9</u>
401502 - ASPHALT CEMENT COST ADJUSTMENT.....	<u>10</u>
720515 - RELOCATING GUARDRAIL.....	<u>11</u>
720549 - GALVANIZED STEEL POST, EXTRA LENGTH.	<u>12</u>
720585 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1 - 31.....	<u>13</u>
720586 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2 - 31.....	<u>13</u>
720588 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3 - 31.....	<u>13</u>
720595 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL I REPAIR	<u>15</u>
720596 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL II REPAIR	<u>15</u>
720597 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL I REPAIR	<u>15</u>
720598 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL II REPAIR	<u>15</u>
720599 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL I REPAIR	<u>15</u>
720600 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL II REPAIR	<u>15</u>
720603 - REMOVE AND RESET GALVANIZED STEEL POST AND OFFSET BLOCK... ..	<u>16</u>
UTILITY STATEMENT.	<u>17</u>
RIGHT OF WAY CERTIFICATE.....	<u>19</u>
ENVIRONMENTAL STATEMENT.....	<u>21</u>
BID PROPOSAL FORMS.	<u>23</u>
CERTIFICATION.....	<u>33</u>
BID BOND.	<u>35</u>

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	18.13

CERTIFIED: 9/9/13

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: T201387801.01 Guardrail Maintenance, Kent 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

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 \$575.00 per ton (\$633.83 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.

720515 - RELOCATING GUARDRAIL

Description:

The item shall consist of removing the guardrail and resetting it in accordance with notes and shown on the Plans, the Standard construction Details, and/or as directed by the Engineer.

Materials and Construction Methods:

All new materials required as replacement for the work, shall conform to the applicable requirements of Section 720 of the Standard Specifications, the Standard Construction Details and as stated on the Plans. All damaged and/or rusted nuts, bolts, washers, and other hardware/accessories shall be replaced with new. Determination for such replacement shall be made by the Engineer. The cost of furnishing and placing any new hardware/accessories shall be included in the unit price bid for this item. If the Plans specify for replacing all nuts, bolts, washers and other hardware regardless of its condition, the Contractor shall comply accordingly. Unless directed otherwise, new reflectorized washers shall be installed in accordance with Section 720 of the Standard Specification and the Standard Construction Details.

The Contractor shall remove the guardrail exercising every precaution to avoid and/or minimize the damage to the guardrail system. If, in the opinion of the Engineer, damage to the system was caused due to the negligence of the Contractor, the Contractor shall make the replacement at his own expense. All construction requirements for reinstalling and resetting the guardrail shall be in accordance with the applicable requirements of Section 720.

If the guardrail to be relocated has steel offset blocks, work under this item shall include replacing the steel offset blocks with wood offset blocks in accordance with the Standard Construction Details and Subsection 720.02 of the Standard Specifications.

Method of Measurement:

The quantity of guardrail relocated will be measured as the actual number of linear feet of guardrail relocated and accepted.

Basis of Payment:

The quantity of guardrail relocated will be paid for at the Contract unit price per linear foot. Price and payment will constitute full compensation for removal and resetting the guardrail, furnishing and placing new hardware and wood offset blocks if required, for removing the existing anchor blocks and constructing new concrete anchor blocks if required, for all materials, for disposing of the discarded and surplus materials, excavation and backfilling, for all labor, equipment, tools, and incidentals necessary to complete the work.

3/19/02

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

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

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 to 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



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

SHAILEN P. BHATT
SECRETARY

UTILITY STATEMENT

STATE CONTRACT No. T201387801
Project I.D. No. 12-99905
Guardrail Central, FY 2014-2016

KENT COUNTY

No utility relocation involvement is anticipated, should any conflicts be encountered during construction the adjustments and/or relocations of existing utility facilities shall be accomplished by the respective companies' forces as construction warrants. Any adjustments and/or relocations of municipally owned sewer or water facilities shall be done by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer.

General Notes

1. The Contractor's attention is directed to Section 105.09 Utilities, Delaware Standard Specifications, August 2001. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for his equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.
2. It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time.
3. Coordination and cooperation among the Utility Companies and the State's Contractors are of prime importance. Therefore, the Contractor is directed to contact the following Utility Company representatives with any questions regarding this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations. The Utility Companies do not work on weekends or legal holidays.

DIVISION OF TRANSPORTATION SOLUTIONS

7/9/13
DATE


UTILITY COORDINATOR



**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
PO BOX 778
DOVER, DELAWARE 19903**

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T201387801

F.A.P. No. N/A for R/W

GUARDRAIL CENTRAL FY 2014-2016

KENT COUNTY

Certificate of Right-of-Way Status – 100%

As required by 23CFR Part 635, all necessary real property interests have been acquired in accordance with current State/Federal rules and regulations covering the acquisition of real property.

This is to certify that construction activities will occur within existing right-of-way.

It is further certified that there were no individuals or families displaced by this project. Therefore the provisions of 49 CFR Part 24 is not applicable to the project.

There are no improvements to be removed or demolished as part of this project.

REAL ESTATE SECTION

A handwritten signature in black ink, appearing to read 'Robert Cunningham', is written over the printed name.

**Robert Cunningham
Assistant Director Transportation Solutions
Right of Way**

July 8, 2013



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

SHAILEN P. BHATT
SECRETARY

June 13, 2013

ENVIRONMENTAL REQUIREMENTS

FOR

State Contract No. T201387801

Federal Aid No.: None

Contract Title: Guardrail Central, FY 2014-2016

In accordance with the procedural provisions for implementing the National Environmental Policy Act of 1969, as amended, the referenced project has been processed through the Department's Environmental Review Procedures and has been classified as a Level D/ Class II Action.

Due to the nature of the proposed construction activities, permits are not required for this project. However, the following construction requirements and special provisions have been developed to minimize and mitigate impact to the surrounding environs. These requirements by DelDOT not specified within the contract, but listed below, are the responsibility of the contractor and is subject to risk of shut down at the contractor's expense if not followed.

GENERAL REQUIREMENTS:

1. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable dumping ground.
2. That effort shall be made to keep construction debris from entering adjacent waterways or wetlands. Any debris that enters those areas shall be removed immediately.
3. The disposal of trees, brush, and other debris in any stream corridor, wetland, surface water, or drainage area is prohibited.



BID PROPOSAL FORMS
CONTRACT T201387801.01

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 1
DATE:

CONTRACT ID: T201387801.01 PROJECT(S): T201387801

All figures must be typewritten.

CONTRACTOR :

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

SECTION 0001 Category 0001

0010	202000 EXCAVATION AND EMBANKMENT	CY	90.000			
0020	209006 BORROW, TYPE F	CY	120.000			
0030	211002 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (GUARDRAIL)	LF	4500.000			
0040	720005 STEEL RAIL ELEMENT, STRAIGHT	LF	3600.000			
0050	720006 STEEL RAIL ELEMENT, CURVED	LF	30.000			
0060	720007 GALVANIZED STEEL POSTS	EACH	360.000			
0070	720009 SHORT WOOD BREAKAWAY POST, TREATED	EACH	60.000			
0080	720010 TREATED WOOD BLOCK	EACH	90.000			
0090	720013 END SECTION (ROUNDED)	EACH	30.000			

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 2
DATE:

CONTRACT ID: T201387801.01 PROJECT(S): T201387801

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	720014 TERMINAL CONNECTOR, BRIDGE AND BARRIER	15.000 EACH				
0110	720032 GALVANIZED STEEL POST, 8'	450.000 EACH				
0120	720033 GALVANIZED W-BEAM OFFSET BLOCK	180.000 EACH				
0130	720041 REFLECTORIZED WASHERS	600.000 EACH				
0140	720050 GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	4500.000 LF				
0150	720056 TREATED WOOD GUARDRAIL POST	60.000 EACH				
0160	720515 RELOCATING GUARDRAIL	2775.000 LF				
0170	720549 GALVANIZED STEEL POST, EXTRA LENGTH	150.000 LF				
0180	720585 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1-31	18.000 EACH				
0190	720586 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2-31	17.000 EACH				

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 3
DATE:

CONTRACT ID: T201387801.01 PROJECT(S): T201387801

All figures must be typewritten.

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	9.000 EACH				
0210	720595 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL I REPAIR	30.000 EACH				
0220	720596 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL II REPAIR	15.000 EACH				
0230	720597 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL I REPAIR	15.000 EACH				
0240	720598 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL II REPAIR	15.000 EACH				
0250	720599 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL I REPAIR	10.000 EACH				
0260	720600 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL II REPAIR	10.000 EACH				
0270	720603 REMOVE AND RESET GALVANIZED STEEL POST AND OFFSET BLOCK	180.000 EACH				
0280	725001 GUARDRAIL TO BARRIER CONNECTION (EXIT TYPE 31)	9.000 EACH				

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 4
DATE:

CONTRACT ID: T201387801.01 PROJECT(S): T201387801

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0290	725002 GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 1-31	9.000 EACH				
0300	725003 GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 2-31	8.000 EACH				
0310	726001 END ANCHORAGE 31	12.000 EACH				
0320	732002 TOPSOIL, 6" DEPTH	150.000 SY				
0330	734013 PERMANENT GRASS SEEDING, DRY GROUND	150.000 SY				
0340	763000 INITIAL EXPENSE	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CERTIFICATION

Contract No. T201387801.01

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. T201387801.01, 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