

# STATE OF DELAWARE



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You must request a CD from  
DelDOT in order to bid.

## DEPARTMENT OF TRANSPORTATION

### BID PROPOSAL

for

CONTRACT T201701108.01

Limestone Road (SR7) and Kirkwood Highway (SR2) ADA Improvements

New Castle County

ADVERTISEMENT DATE: October 29, 2018

COMPLETION TIME: 103 Calendar Days

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

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time November 27, 2018

**Contract No.T201701108.01**

**Limestone Road (SR7) and Kirkwood Highway (SR2) ADA Improvements**  
New Castle County

**GENERAL DESCRIPTION**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for this contract. This project involves, improvements to Pedestrian Accessible Route along the west side of Limestone Road from Oregon Road north to Kirkwood Highway, and the south side of Kirkwood Highway from Limestone Road to the west of St. James Church Road and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete within 103 Calendar Days. The Contract Time includes an allowance for 14 Weather Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about March 11, 2019.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DelDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DelDOT at [dot-ask@state.de.us](mailto:dot-ask@state.de.us), or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time November 27, 2018 unless changed via addendum.
2. QUESTIONS regarding this project are to be e-mailed to [dot-ask@state.de.us](mailto:dot-ask@state.de.us) no less than six business days prior to the bid opening date in order to receive a response. Please include T201701108.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. THE BID PROPOSAL incorporates a cd containing **Expedite, version 5.9a** and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Expedite file. The Expedite bid file must be printed and submitted in paper form along with the cd and other required documents prior to the Bid due date and time.
4. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
5. DRUG TESTING - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). Refer to the full requirements by following the below link: <http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.htm>  
**Regulation was revised for projects advertised beginning 01/01/18.** Please review the revised regulation for details. Note a few of the requirements;
  - \* At bid submission - Each Contractor must submit with the bid *a single signed affidavit certifying that the Contractor and Subcontractor(s) has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation;*
  - \* At least Two business days prior to contract execution - The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor, and any other listed Subcontractors;
  - \* ~~Testing Report Forms shall be submitted to DelDOT monthly. No longer required.~~
  - \* Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until DelDOT has approved the subcontractor in writing;
  - \* Penalties for non-compliance are specified in the regulation.

6. NO RETAINAGE will be withheld on this contract.
7. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT's Website [here](#), or you may request a copy by calling (302) 760-2555.
8. REMINDER; A copy of your firm's Delaware Business License must be submitted with your bid.
9. AUGUST 2016 STANDARD SPECIFICATIONS apply to this contract. The Contractor shall make himself aware of any revisions and corrections (Supplemental Specifications, if any) and apply them to the applicable item(s) of this contract. The 2016 Standard Specifications can be [viewed here](#).
- 9a. FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING:  
Section 501.03, 503.03, 505.03, 610.03, 701.03 and 702.03 of the 2016 Standard Specifications require contractor's to provide an American Concrete Institute (ACI) or National Ready Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishing of flatwork concrete. Concrete flatwork certification will be effective starting on June 1, 2018.

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

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

\*Not used for units of measurement for payment.

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**GENERAL NOTICES**

SPECIFICATIONS:

The specifications entitled "Standard Specifications for Road and Bridge Construction, August, 2016", hereinafter referred to as the Standard Specifications, and Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract. The Specifications and any Supplemental Specifications can be [viewed here](#).

CLARIFICATIONS:

Under any Section or Item included in the Contract, the Contractor shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details and notes on the Plans and in the paragraphs preceding the "Basis of Payment" paragraph in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

ATTESTING TO NON-COLLUSION:

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

QUANTITIES:

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price.

PREFERENCE FOR DELAWARE LABOR:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (4)b:

"In the construction of all public works for the State or any political subdivision thereof, or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section."

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (7) states;

- a. As a condition of the awarding of any contract for public works financed in whole or in part by State appropriation, such contracts shall include the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity or national origin.
3. The contractor will ensure employees receive equal pay for equal work, without regard to sex. Employee pay differential is acceptable if pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or if the differential is based on any other factor other than sex.

TAX CLEARANCE:

As payments to each vendor or contractor aggregate \$2,000, the Division of Accounting will report such vendor or contractor to the Division of Revenue, who will then check the vendor or contractor's compliance with tax requirements and take such further action as may be necessary to insure compliance.

LICENSE:

A person desiring to engage in business in this State as a contractor shall obtain a license upon making application to the Division of Revenue.

CONTRACTOR / SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

(b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency.

(c) Any contractor that enters a public works contract must provide to the agency to which it is contracting, within 30 days of entering such public works contract, copies of all occupational and business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the contractor entered the public works contract the occupational or business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

DIFFERING SITE CONDITIONS,

SUSPENSIONS OF WORK and SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

Significant changes in the character of work: The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only to the following circumstances:

- (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

#### RIGHT TO AUDIT

The Department shall have the right to audit the books and records of the contractor or any subcontractor under this contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of 3 years from the date of final payment under the prime contract and by the subcontractor for a period of 3 years from the date of final payment under the subcontract (29 Del.C. §6930)

#### **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 Section 6.3, which in relevant part states:

"Public agencies (covered by the provisions of 29 Del.C. §6960) are required to use the rates which are in effect on the date of the publication of specifications for a given project. In the event that a contract is not executed within one hundred twenty (120) days from the date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project."

Contractor may contact:

Department of Labor, Division of Industrial Affairs, 4425 N. Market Street, Wilmington, DE 19802  
Telephone (302) 761-8200.

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 761-8200

Mailing Address:  
4425 North Market Street  
3rd Floor  
Wilmington, DE 19802

Located at:  
4425 North Market Street  
3rd Floor  
Wilmington, DE 19802

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2018

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	53.89	53.89	53.89
CARPENTERS	54.62	54.81	43.57
CEMENT FINISHERS	34.63	34.85	27.71
ELECTRICAL LINE WORKERS	24.02	46.36	22.69
ELECTRICIANS	68.70	68.70	68.70
IRON WORKERS	63.68	25.48	27.06
LABORERS	43.30	40.70	39.95
MILLWRIGHTS	17.20	16.69	14.41
PAINTERS	68.79	68.79	68.79
PILEDRIVERS	70.92	25.36	28.77
POWER EQUIPMENT OPERATORS	45.46	42.29	38.73
SHEET METAL WORKERS	24.30	21.68	19.64
TRUCK DRIVERS	36.49	30.14	36.72

CERTIFIED: *10/09/2018*

BY: *[Signature]*

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: T201701108.01 Limestone Road (SR7) and Kirkwood Highway (SR2) ADA Improvements, New Castle County

# **SPECIAL PROVISIONS**

**401502 - ASPHALT CEMENT COST ADJUSTMENT**

For Sections 401, 402, and 403, 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 link for the [posting is here](#).

The Project Asphalt Cement Base Price will be the Delaware Posted Asphalt Cement Price in effect on the date of advertisement.

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 using the weight of eligible asphalt that is shown on the QA/QC pay sheets as a percentage for the delivered material.

If the mix was not inspected and no QA/QC pay sheet was generated, then the asphalt percentage will be obtained from the job mix formula for that mix ID.

The asphalt percentage eligible for cost adjustment shall only be the virgin asphalt cement added to the mix.

There shall be no separate payment per ton cost of asphalt cement. That cost shall be included in the various unit prices bid per 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 per ton for the project will be the Delaware Posted Asphalt Cement Price in effect on the date of project advertisement.

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 or more of hot-mix bid quantity in case of Sections 401, 402 and 403.

5/05/15

**711500 - ADJUST AND REPAIR EXISTING SANITARY MANHOLE**

**Description:**

This work consists of adjusting and repairing existing sanitary manholes in accordance with notes and details on the Plans and as directed by the Engineer.

**Materials and Construction Methods:**

Materials and construction methods shall conform to the applicable requirements of Section 711 of the Standard Specifications, and the Standard Specifications of the owner of the sewer system. If there is a conflict between the Department's Specifications and the Specifications of the owner, the latter will prevail.

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

The method of measurement and basis of payment for the item shall be made in accordance with Subsections 711.04 and 711.05 of the Standard Specifications.

1/4/17

## **763501 - CONSTRUCTION ENGINEERING**

### **Description:**

This work consists of construction lay out including; stakes, lines and grades as specified below. Subsection 105.10 Construction Stakes, Lines and Grades of the Standard Specifications is voided.

Based on contract plans and information provided by the Engineer, the Contractor shall stake out right-of-way and easements lines, limits of construction and wetlands, slopes, profile grades, drainage system, centerline or offset lines, benchmarks, structure working points and any additional points to complete the project.

The Engineer will only establish the following:

- (a) Original and final cross-sections for borrow pits.
- (b) Final cross-sections: Top and bottom pay limit elevations for all excavation bid items that are not field measured by Construction inspection personnel. The Contractor shall notify the Engineer when these pay limit elevations are ready and allow for a minimum of two calendar days for the Engineer to obtain the information.
- (c) Line and grade for extra work added on to the project plans.

**Equipment.** The Contractor shall use adequate equipment/instruments in a good working order. He/she shall provide written certification that the equipment/instrument has been calibrated and is within manufacturer's tolerance. The certification shall be dated a maximum of 9 months before the start of construction. The Contractor shall renew the certification a minimum of every 9 months. The equipment/instrument shall have a minimum measuring accuracy of  $[3\text{mm}+2\text{ppm}\times\text{D}]$  and an angle accuracy of up to 2.0 arc seconds or 0.6 milligons. If the Contractor chooses to use GPS technology in construction stakeout, the Contractor shall provide the Engineer with a GPS rover and Automatic Level for the duration of the contract. The GPS rover shall be in good working condition and of similar make and model used by the Contractor. The Contractor shall provide up to 8 hours of formal training on the Contractor's GPS system to a maximum of four Engineer's appointees (DELDOT Construction Inspectors). At the end of the contract, the Engineer will return the GPS rover to the Contractor. If any of the equipment/instruments are found to be out of adjustment or inadequate to perform its function, such instrument or equipment shall be immediately replaced by the Contractor to the satisfaction of the Engineer. Choosing to use GPS technology does not give the contractor authority to use machine control.- Construction Engineering (GPS) Machine Control Grading shall only be used if noted in the General Notes in the plan set outlining the available files that will be provided to the Contractor and "the Release for delivery of documents in electronic form to a contractor" are signed by all parties prior to delivery of any electronic files. Only files designated in the General Notes shall be provided to the contractor. If machine control grading is allowed on the project see the "machine control" section of this specification. GPS technology and machine control technology shall not be used in the construction of bridges.

**Engineering/Survey Staff.** The Contractor shall provide and have available for the project an adequate engineering staff that is competent and experienced to set lines and grades needed to construct the project. The engineering personnel required to perform the work outlined herein shall have experience and ability compatible with the magnitude and scope of the project. Additionally, the Contractor shall employ an engineer or surveyor licensed in the State of Delaware to be responsible for the quality and accuracy of the work done by the engineering staff. When individuals or firms other than the Contractor perform any professional services under this item, that work shall not be subject to the sub contracting requirements of Subsection 108.01 of the Standard Specifications. The Contractor shall assume full responsibility for any errors and/or omissions in the work of the engineering staff described herein. If construction errors are caused due to erroneous work done under Construction Engineering the Contractor accepts full responsibility, no matter when the error is discovered. Consideration will not be given for any extension of contract time or additional compensation due to delays, corrective work, or additional work that may result from faulty and erroneous construction stakeout, surveying, and engineering required by this specification.

**Construction Methods:**

**Performance Requirements:**

- (a) Construction Engineering shall include establishing the survey points and survey centerlines; finding, referencing, offsetting the project control points; running a horizontal and vertical circuit to verify the precision of given control points. Establishing plan coordinates and elevation marks for culverts, slopes, subbase, subsurface drains, paving, subgrade, retaining walls, and any other stakes required for control lines and grades; and setting vertical control elevations, such as footings, caps, bridge seats and deck screed. The Contractor shall be responsible for the preservation of the Department's project control points and benchmarks. The Contractor shall establish and preserve any temporary control points (traverse points or benchmarks) needed for construction. Any project control points (traverse points) or benchmarks conflicting with construction of the project shall be relocated by the Contractor. The Contractor as directed by the Engineer must replace any or all stakes that are destroyed at any time during the life of the contract. The Contractor shall re-establish centerline points and stationing prior to final cross-sections by the Engineer. The Vertical Control error of closure shall not exceed 0.035 ft times. The Horizontal Control precision ratio shall have a minimum precision of 1:20,000 feet of distance traversed prior to adjustment.
- (b) The Contractor shall perform construction centerline layout of all roadways, ramps and connections, etc. from project control points set by the Engineer. The Contractor using the profiles and typical sections provided in the plans shall calculate proposed grades at the edge of pavement or verify information shown on Grades and Geometric sheets.
- (c) The Contractor shall advise the Engineer of any horizontal or vertical alignment revisions needed to establish smooth transitions to existing facilities. The Contractor must immediately bring to the attention of the Engineer any potential drainage problem within the project limits. The Engineer must approve any proposed variation in profile, width or cross slope.
- (d) The Contractor shall establish the working points, centerlines of bearings on bridge abutments and on piers, mark the location of anchor bolts to be installed, check the elevation of bearing surfaces before and after they are ground and set anchor bolts at their exact elevation and alignment as per Contract Plans. Before completion of the fabrication of beams for bridge superstructures, the Contractor shall verify by accurate field measurements the locations both vertically and horizontally of all bearings and shall assume full responsibility for fabricated beams fitting and bearing as constructed. After beam erection and concurrently with the Department project surveyors or their designated representative, the Contractor shall survey top of beam elevations at a maximum of 10-ft stations and compute screed grades. These shall be submitted to the Engineer for review and approval before the stay in place forms are set. Construction stakes and other reference control marks shall be set at sufficiently frequent intervals to assure that all components of the structure are constructed in accordance with the lines and grades shown on the plans. The Contractor will be responsible for all structure alignment control, grade control and all necessary calculations to establish and set these controls.
- (e) The Contractor, using contract plans, shall investigate proposed construction for possible conflicts with existing and proposed utilities. The Contractor shall then report such conflicts to the Engineer for resolution. All stakes for utility relocations, which will be performed by others, after the Notice to Proceed has been given to the Contractor, shall be paid for under item 763597 - Utility Construction Engineering.
- (f) The Contractor shall be responsible for the staking of all sidewalk and curb ramp grades in accordance with the plans and the Departments Standard Construction Details. The Contractor shall review the stakeout with the Engineer prior to construction. The Engineer must approve any deviation from plans, Department Standard Construction Details and Specifications in writing. The Contractor shall be responsible for any corrective actions resulting from problems created by adjustments if they fail to obtain such approval.

- (g) If wetland areas are involved and specifically defined on the Plans the following shall apply:
- i. It is the intent of these provisions to alert the Contractor, that he/she shall not damage or destroy wetland areas, which exist beyond the construction limits. These provisions will be strictly enforced and the Contractor shall advise his/her personnel and those of any Subcontractor of the importance of these provisions.
  - ii. All clearing operations and delineation of wetlands areas shall be performed in accordance with these Special Provisions. Before any clearing operation commences the Contractor shall demarcate wetlands at the Limits of Construction throughout the entire project as shown on the Plans labeled as Limits of Construction or Wetland Delineation to the satisfaction of the Engineer.
  - iii. The material to be used for flagging the limits of construction shall be orange vinyl material with the wording "Wetland Boundary" printed thereon. In wooded areas, the flagging shall be tied on the trees, at approximate 20-foot intervals through wetland areas. In open field and yard areas that have been identified as wetlands, 6 foot posts shall be driven into the ground at approximate 50-foot intervals and tied with the flagging. The flagging shall extend approximately 12 inches in length beyond the post. Posts shall be oak with cross sectional dimensions of 1 ½ inches to 2 inches by 1 ½ inches to 2 inches or ¼ inch rebar.
  - iv. If the flagging has been destroyed and the Engineer determines that its use is still required, the Contractor shall reflag the area at no cost to the Department. If the Contractor, after notification by the Engineer that replacement flagging is needed, does not replace the destroyed flagging within 48 hours, the Engineer may proceed to have the area reflagged. The cost of the reflagging by the Engineer will be charged to the Contractor and deducted from any monies due under the Contract.
  - v. At the completion of construction, the Contractor shall remove all posts and flagging.
  - vi. The Contractor shall be responsible for any damages to wetlands located beyond the construction limits, which occurs from his/her operations during the life of the Contract. The Contractor shall restore all temporarily disturbed wetland areas to their preconstruction conditions. This includes restoring bank elevations, streambed and wetland surface contours and wetlands vegetation disturbed or destroyed. The expense for this restoration shall be borne solely by the Contractor.
- (h) Whenever the Engineer will be recording data for establishment of pay limits, the Contractor will be invited to obtain the data jointly with the Engineer's Survey Crew(s) in order to agree with the information. If the Contractor's representative is not able to obtain the same data, then the information obtained by the Engineer shall be considered the information to be used in computing the quantities in question.

**Submittals.** All computations necessary to establish the exact position of all work from the control points shall be made and preserved by the Contractor. All computations, survey notes, electronic files, and other records necessary to accomplish the work shall be made available to the Department in a neat and organized manner at any time as directed by the Engineer. The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor and any necessary correction to the work shall be made as soon as possible. The Contractor shall furnish the Engineer with such assistance as may be required for checking all lines, grades, and measurements established by the Contractor and necessary for the execution of the work. Such checking by the Engineer shall not relieve the Contractor of his/her responsibility for the accuracy or completeness of the work. Copies of all notes must be furnished to the engineer at the completion of the project.

The Contractor shall submit any of the following at the Engineer's request:

- (a) Proposed method of recording information in field books to ensure clarity and adequacy.
- (b) A printout of horizontal control verification, as well as coordinates, differences and error of closure for all reestablished or temporary Control Points.
- (c) A printout of vertical control verification, with benchmark location elevation and differences from plan elevation.
- (d) Sketch of location of newly referenced horizontal control, with text printout of coordinates, method of reference and field notes associated with referencing control - traverse closure report.

- (e) Description of newly established benchmarks with location, elevation and closed loop survey field notes - bench closure report
- (f) All updated electronic and manuscript survey records.
- (g) Stakeout plan for each structure and culvert.
- (h) Computations for buildups over beams, screed grades and overhang form elevations.
- (i) A report showing differences between supplied baseline coordinates and field obtained coordinates, including a list of preliminary input data.
- (j) Any proposed plan alteration to rectify a construction stakeout error, including design calculations, narrative and sealed drawings.
- (k) Baseline for each borrows pit location.
- (l) Detailed sketch of proposed overhead ground mounted signs or signals showing obstructions that may interfere with their installation.
- (m) Copies of cut sheets.

### **Machine Control Grading**

**This Section of the specification shall only be used if machine control is authorized for use on the project.**

#### **Description:**

This specification contains the requirements for grading operations utilizing Global Positioning Systems (GPS).

Use of this procedure and equipment is intended for grading the subgrade surface; it is not intended for the use in constructing final surface grades.

The Contractor may use any manufacturer's GPS machine control equipment and system that results in achieving the grading requirements outlined in section 202 of the standard specifications. The Contractor shall convert the electronic data provided by the Department into the format required by their system. The Department will only provide the information outlined in this document and no additional electronic data will be provided.

The Contractor shall perform at least one 500 foot test section with the selected GPS system to demonstrate that the Contractor has the capabilities, knowledge, equipment, and experience to properly operate the system and meet acceptable tolerances. The engineer will evaluate and make the determination as to whether additional 500 foot test sections are required. If the Contractor fails to demonstrate this ability to the satisfaction of the Department, the Contractor shall construct the project using conventional surveying and staking methods.

#### **Materials:**

All equipment required to perform GPS machine control grading, including equipment needed by DelDOT to verify the work, shall be provided by the Contractor and shall be able to generate end results that are in accordance with the requirements of Division 200 - EARTHWORK of the Standard Specifications.

#### **Construction:**

##### **A. DelDOT Responsibilities:**

1. The Department will set initial vertical and horizontal control points in the field for the project as indicated in the contract documents, (plans set). If the Contractor needs to establish new control points they shall be traversed from existing control points and verified to be accurate by conventional surveying techniques.
2. The Department will provide the project specific localized coordinate system.
3. The Department will provide data in an electronic format to the Contractor as indicated in the General Notes.

- a. The information provided shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgments of the Contractor. The Contractor shall assume the risk of error if the information is used for any purpose for which the information is not intended.
- b. Any assumption the Contractor makes from this electronic information shall be at their risk. If the Contractor chooses to develop their own digital terrain model the Contractor shall be fully responsible for all cost, liability, accuracy and delays.
- c. The Department will develop and provide electronic data to the Contractor for their use as part of the contract documents in a format as indicated in the General

Notes. The Contractor shall independently ensure that the electronic data will function in their machine control grading system.

4. The Files that are provided were originally created with the computer software applications MicroStation (CADD software) and INROADS (civil engineering software). The data files will be provided in the native formats and other software formats described below. The contractor shall perform necessary conversion of the files for their selected grade control equipment. The Department will furnish the Contractor with the following electronic files:
  - a. CAD files
    - i. Inroads -Existing digital terrain model (.DTM)
    - ii. Inroads -Proposed digital terrain model (.DTM)
    - iii. Microstation-Proposed surface elements - triangles
  - b. Alignment Data Files:
    - i. ASCII Format
5. The Engineer shall perform spot checks of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in a manner that will assure accurate results, the Engineer may order the Contractor to redo such work to the requirements of the contract documents, and in addition, may require the Contractor to use conventional surveying and staking, both at no additional cost to the Department.

#### B . Contractor's Responsibilities

1. The Contractor shall provide the Engineer with a GPS rover and Automatic Level, for use during the duration of the contract. At the end of the contract, the GPS rover and Automatic Level will be returned to the Contractor. The Contractor shall provide a total of 8 hours of formal training on the Contractor's GPS machine control system to the Engineer and up to three additional Department appointees per rover.
2. The Contractor shall review and apply the data provided by the Department to perform GPS machine control grading.
3. The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction of work, that may be incurred due to application of GPS machine control grading techniques. Grade elevation errors and associated corrections including quantity adjustments resulting from the contractor's use of GPS machine control shall be at no cost to the Department.

4. The Contractor shall convert the electronic data provided by the Department into a format compatible with their system.
5. The Contractor's manipulation of the electronic data provided by the Department shall be performed at their own risk.
6. The Contractor shall check and if necessary, recalibrate their GPS machine control system at the beginning of each workday in accordance with the manufacturer's recommendations, or more frequently as needed to meet the requirements of the project.
7. The Contractor shall meet the accuracy requirements as detailed in the Standard Specifications.
8. The Contractor shall establish secondary control points at appropriate intervals and at locations along the length of the project. These points shall be outside the project limits and/or where work is performed. These points shall be at intervals not to exceed 1000 feet. The horizontal position of these points shall be determined by conventional survey traverse and adjustments from the original baseline control points. The conventional traverse shall meet or exceed the Department's Standards. The elevation of these control points shall be established using differential leveling from the project benchmarks, forming a closed loop. A copy of all new control point information including closure report shall be provided and approved by the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the Department.
9. The Contractor shall provide stakes at all alignment control points, at every 500 foot stationing, and where required for coordination activities involving environmental agencies and utility companies at the Contractor's expense. Work that is done solely for utility companies and that is beyond the work performed under item 763501 - Construction shall follow and be paid for under item 763597 -Utility Construction Engineering.
10. The Contractor shall at a minimum set hubs at the top of finished grade at all hinge points on the cross section at 500 foot intervals on the main line and at least 4 cross sections on side roads and ramps as directed by the engineer or as shown on the plans. Placement of a minimum of 4 control points outside the limits of disturbance for the excavation of borrow pits, Stormwater Management Ponds, wetland mitigation sites etc. These control points shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.
11. The Contractor shall preserve all reference points and monuments that are identified and established by the Engineer for the project. If the Contractor fails to preserve these items the Contractor shall reestablish them at no additional cost to the Department.
12. The Contractor shall provide control points and conventional grades stakes at critical points such as, but not limited to, PC's, PT's, superelevation points, and other critical points required for the construction of drainage and roadway structures.
13. No less than 2 weeks before the scheduled preconstruction meeting, the Contractor shall submit to the Engineer for review a written machine control grading work plan which shall include the equipment type, control software manufacturer and version, and proposed location of the local GPS base station used for broadcasting differential correction data to rover units.
14. The Contractor shall follow the guidelines set forth in the "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" and follow a minimum of Second Order Class 1, (2-1) classification standards.

Automated equipment operations have a high reliance on accurate control networks from which to take measurements, establish positions, and verify locations and features. Therefore, a strong contract control network in the field which is the same or is strongly integrated with the project control used during the design of the contract is essential to the successful use of this technology with the proposed Digital Terrain Model (DTM). Consistent and well designed site calibration for all machine control operations (as described below under Contract Control Plan) are required to ensure the quality of the contract deliverables. The Contract Control Plan is intended to document which horizontal and vertical control will be held for these operations. Continued incorporation of the Base Station(s) as identified in the Contract Control Plan is essential to maintaining the integrity of positional locations and elevations of features. The Contract Control Plan shall be submitted to the Department for review and approval by the Departments Survey Section 3 weeks prior to the start of any machine control work. The Contractor shall operate and maintain all elements of the Machine Grade Control continuously once the operations begin until otherwise approved by the Engineer.

**Contract Control Plan:**

The Contractor shall develop and submit a Contract Control Plan for all contracts which use Machine Control Grading. Contract control includes all primary and secondary horizontal and vertical control which will be used for the construction contract. Upon the Contractor's completion of the initial survey reconnaissance and control verification, but prior to beginning primary field operations, the Contractor shall submit a Contract Control Plan document (signed and sealed by the Delaware licensed Land Surveyor or Delaware Professional Engineer who oversees its preparation) for acceptance by the Engineer, which shall include the following:

1. A control network diagram of all existing horizontal and vertical control recovered in the field as contract control.
2. Include a summary of the calculated closures of the existing control network, and which control has been determined to have been disturbed or out of tolerance from its original positioning.
3. An explanation of which horizontal and vertical control points will be held for construction purposes. If necessary include all adjustments which may have been made to achieve required closures.
4. An explanation of what horizontal and vertical control (including base stations) was set to accomplish the required stakeout or automated machine operation. Include how the position of these new control points was determined.
5. Describe the proposed method and technique (technology and quality control) for utilizing the control to establish the existing and/or proposed feature location and to verify the completed feature location and/or measured quantity.
6. A listing of the horizontal and vertical datums to be used and the combined factor to be used to account for ellipsoidal reduction factor and grid scale factor.
7. If the Contractor chooses to use machine control as a method of measuring and controlling excavation, fill, material placement or grading operations as a method of measuring and controlling excavation, fill, material placement or grading operations, the Contractor Control Plan shall include the method by which the automated machine guidance system will initially be site calibrated to both the horizontal and vertical contract control, and shall describe the method and frequency of the calibration to ensure consistent positional results.
8. Issues with equipment including inconsistent satellite reception of signals to operate the GPS machine control system will not result in adjustment to the "Basis of Payment" for any construction items or be justification for granting contract time extension.

**Method of Measurement:**

The quantity of Construction Engineering will not be measured.

**Basis of Payment:**

Payment will be made at the Lump Sum price bid for the item "Construction Engineering". The price bid shall include the cost of furnishing all labor, equipment, instruments, stakes and other material necessary to satisfactorily complete the work as herein described under this item for all roads and structures that are a part of the contract. Adjustment in payment will be made for the deletion or addition of work not shown in the contract documents.

Monthly payment will be made under this item in proportion to the amount of work done as determined by the Engineer.

2/28/2018

**UTILITY STATEMENT**  
**October 13, 2017**

**State Contract No. T201701108**  
**Project I.D. No -17-99010**  
**Limestone Road (SR7) and Kirkwood Highway (SR2) ADA Complaint**  
**New Castle County**

The following utility companies may own and/or maintain facilities within the project limits:

**Abovenet (Zayo)**  
**Artesian Water Company**  
**Comcast Cable Communications**  
**Delmarva Power – Electric Distribution**  
**Delmarva Power – Gas**  
**Lighttower (Fibertech)**  
**MCI Telecommunications**  
**New Castle County – Sewer**  
**Verizon Delaware, LLC - Communications**

The following is a breakdown of the Utilities involved, adjustments and/or relocations as required:

**Abovenet (Zayo):**

The Company maintains aerial and underground communications facilities within the project limits with no apparent conflicts.

Should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

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**Artesian Water Company:**

The Company maintains water facilities throughout the project limits. There are no apparent conflicts with the water mains.

The existing water valves will be adjusted by Artesian as needed to match the proposed grade adjacent to, and within, the proposed sidewalk at the following locations:

STA. 3+82, 72' RT    STA. 7+80, 76' RT    STA. 13+10, 80' RT

These adjustments shall occur when the location is within an active construction phase and the contractor has provided Artesian the required elevation adjustment.

It is anticipated that this work will take five (5) calendar days to complete after twenty-one (21) calendar days of advance notice is provided from the State's Contractor for each location.

Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

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**Comcast Cable Communications:**

The Company maintains aerial and underground communications facilities within the project limits with no apparent conflicts.

Should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

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**Delmarva Power & Light – Electric:**

The Company maintains underground and aerial facilities within the project limits with no apparent conflicts.

**Delmarva Power & Lights maintains the following aerial facilities within the project limits:**

1. Delmarva maintains aerial facilities on the South side of Kirkwood Hwy from Pole #45379/42502 at station 96+00R to Verizon Pole 45391/42511 to Pole 45395/42517 and then extends West beyond the project limits.
2. Delmarva maintains aerial facilities on the South side of Kirkwood Hwy from Pole #45474/42570 at station 107+45R. From this pole facilities extend to the north to Pole #45478/42571 at Station 108+00R and to an electric meter to the south.
3. From Pole #45478/42571 at Station 108+00R, facilities extend northwest across Kirkwood Highway beyond the project limits and southeast along Old Capital Trail beyond the project limits.
4. Delmarva maintains aerial facilities on the South side of Kirkwood Hwy from Pole 45482/42573 at Station 108+40R to Pole 45486/42573 at Station 108+80R to Pole 45490/42589 at Station 109+45R. At Pole 45490/42589 the facilities extend southeast beyond the project limits.
5. Delmarva maintains aerial facilities from Pole 45498/42580 at Station 110+40R that extends south beyond the project limits.
6. Delmarva maintains aerial facilities on the South side of Kirkwood Hwy from Pole #45510/42595 at Station 112+00R to Pole 45516/42599 at Station 113+00R to a DelDOT traffic pole at Station 113+40R. At the DelDOT traffic pole, the facilities tie into the existing cabinet and extend to the northwest across Kirkwood Hwy and northeast across Limestone Road beyond the project limits. Aerial facilities extend to Pole 45529/42596 at Station 1+50R and extend southwest along Limestone Road to Pole 45534/42589 at Station 2+25R.
7. Delmarva maintains aerial facilities from Pole 45534/42589 across Limestone Road beyond the project limits. Facilities then extend southwest along Limestone Road to Pole 45544/42577 at Station 3+90R to Pole 45554/42564 at Station 5+50R to Pole 45563/425527 at Station 7+00R. At this point the facilities extend northeast across Limestone Road beyond the project limits and to the southeast to Pole 45574/42539 at Station 8+90R.

8. Delmarva maintains aerial facilities from Pole 45574/42539 at Station 8+90R to Pole 45584/42526 to Pole 45590/42519 where facilities extends across northeast across Limestone Road beyond the project limits and to Pole 45594/42513 at Station 12+00R and then to Pole 45606/42499 at Station 14+00R.
9. Delmarva maintains aerial facilities from Pole 45606/42499 at Station 14+00R to Pole 45610/42493 at Station 14+45R where they extend across northeast across Limestone Road beyond the project limits and extend southeast along Limestone Road Pole 45618/42481 at Station 16+20R to Pole 45622/42475 at Station 17+10R to Pole 45630/42463 at Station 18+35R. At Pole 45630/42463 at Station 18+35R the facilities extend northeast across Limestone Road, southeast beyond the project limits and also south beyond the project limits.

**Delmarva maintains the following underground facilities within the project:**

1. Delmarva maintains an underground line from the electric meter at 108+25 R to the Pole 45482/42573 along Kirkwood Highway.
2. Delmarva maintains an underground line from Pole 45498/42580 at Station 110+25R along Kirkwood Highway and extends south beyond the project limits.
3. Delmarva maintains an underground line from Pole 45529/42596 at Station 1+50R along Limestone Road and extends west beyond the project limits.
4. Delmarva maintains an underground line from the Pole 45544/42577 at Station 3+90R along Limestone Road and extends west beyond the project limits.
5. Delmarva maintains an underground line from the Pole 45554/42564 at Station 5+50R along Limestone Road and extends west beyond the project limits.
6. Delmarva maintains an underground line from the Pole 45574/42539 at Station 8+90R along Limestone Road and extends west beyond the project limits.
7. Delmarva maintains an underground line from the Pole 45584/42526 at Station 10+40R along Limestone Road and extends west beyond the project limits.
8. Delmarva maintains an underground line from the Pole 45594/42513 at Station 12+0R along Limestone Road and extends west beyond the project limits.
9. Delmarva maintains an underground line from the Pole 45610/42493 at Station 14+95R along Limestone Road and extends west beyond the project limits.
10. Delmarva maintains an underground line from the Pole 45618/42481 at Station 16+25 along Limestone Road and extends west along Haverford Road beyond the project limits.
11. Delmarva maintains an underground line from the Pole 45622/42475 at Station 17+0R along Limestone Road and extends west beyond the project limits.

**Delmarva proposed changes to the aerial facilities include but are not limited to:**

None anticipated.

**Performing Work within Dangerous Proximity of High Voltage Lines**

“You are hereby notified by Delmarva Power that **NO** work can be performed at this location within dangerous proximity to Delmarva’s overhead lines and that you are required by law to comply with applicable OSHA regulations and the applicable state High Voltage Safety Act. Performance of any activity or causing any person, equipment or things to come within dangerous proximity of Delmarva’s overhead lines creates an extreme risk of severe injury or

death. You are further notified that no activities may be conducted within dangerous proximity of Delmarva's overhead lines until mutually agreeable measures to prevent contact with overhead lines have been reached with Delmarva and Delmarva has provided you with written authorization to perform the activities.

Additionally, any work involving the use of a crane with intentions to remain outside of dangerous proximity, but within 20 feet of the Company's overhead lines, requires an Encroachment Prevention Plan in order to satisfy OSHA"

Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

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**Delmarva Power - Gas:**

The Company maintains gas facilities throughout the project limits with no anticipated conflicts with gas mains.

Delmarva Power maintains a 6" steel high pressure gas main in the intersection of Kirkwood Highway and Old Capital Trail. The Company also maintains a 2" plastic high pressure gas main in the sidewalk along Limestone Road in front of 4602 Kirkwood Highway. Delmarva will adjust their manholes according to the State's Utility Statement.

Delmarva proposes to vertically adjust their existing gas valves to match the proposed grade at the following locations:

STA. 3+74, 73' RT    STA. 3+75, 74' RT    STA. 12+02, 71' RT, STA. 12+03, 72' RT

These adjustments shall occur when the location is within an active construction phase and the contractor has provided Delmarva the required elevation adjustment.

It is anticipated that the above relocation work will take five (5) calendar days to complete after fourteen (14) calendar days advanced notice has been provided by the Contractor for each location.

Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

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**Lighttower (Fibertech):**

The Company maintains aerial communications facilities within the project limits with no apparent conflicts.

Should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

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**MCI Communications:**

The Company maintains aerial & underground communications facilities within the project limits with no apparent conflicts.

Should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

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**New Castle County Department of Special Services:**

The County maintains sewer facilities within the project limits with no apparent conflicts.

The State's Contractor shall adjust the manholes within the roadway vertically to match the proposed grades when the manholes are within an active construction phase. It is anticipated that the manhole at the following locations will need to be adjusted:

STA. 105+47, 51' RT

The work shall be performed in accordance with New Castle County requirements.

Should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the State's Contractor, in accordance with the utility's specifications, as directed by the Engineer.

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**Verizon Delaware, LLC:**

**Verizon of Delaware Inc. maintains the following aerial facilities within the project limits:**

1. Verizon maintains aerial facilities on the South side of Kirkwood Hwy from Pole #45391/42511 at station 97+29 R100 extending West past the project limits.
2. Verizon maintains aerial facilities on the South side of Kirkwood Hwy from Pole #45391/42511 at station 97-29 R100 extending South past the project limits.
3. Verizon maintains aerial facilities on the South side of Kirkwood Hwy from Pole #45379/42502 at station 95+90 R100 extending North, crossing Kirkwood Hwy and past the project limits.
4. Verizon maintains aerial facilities on the Northwest side of Old Capital Trail from Pole #42559/45484 at station 107+91 R194 extending Southwest past the project limits.
5. Verizon maintains aerial facilities on the Southeast side of Old Capital Trail from Pole #642/P41 at station 107+57 R239 extending Northeast past the project limits.
6. Verizon maintains aerial facilities on the Southeast side of Old Capital Trail from Pole #642/P41 at station 107+57 R239 extending southwest past the project limits.
7. Verizon maintains aerial facilities on the West side of Limestone Road from Pole #45534/42589 extending East crossing Limestone Road and past the project

- limits.
8. Verizon maintains aerial facilities on the West side of Limestone Road from Pole #45535/42589 extending South along Limestone Road and past the project limits.
  9. Verizon maintains aerial service wires on the West side of Limestone Road from Pole#45606/42499 at station 13+92 R78 extending West past the project limits.

**Verizon of Delaware Inc. maintains the following underground facilities within the project limits:**

1. Verizon maintains a conduit run along the North side of Limestone Road from MH450 at station 108+01 L42 extending East along Kirkwood Hwy and past the project limits.
2. Verizon maintains a conduit run along the North side of Limestone Road from MH450 at station 108+01 L42 extending West along Kirkwood Hwy and past the project limits.
3. Verizon maintains a conduit run from MH450 at station 108+01 L42 extending South crossing Limestone Road and along Old Capital Trail to Pole #42559/45484 at station 107+91 R194.
4. Verizon maintains a conduit run from MH450 at station 108+01 L42 extending South crossing Limestone Road and along Old Capital Trail to Pole #642/P41 at station 107+57 R239.
5. Verizon maintains a conduit run from MH449 at station 0+71 R25 extending Northwest across Kirkwood Hwy to a Manhole past the project limits.
6. Verizon maintains a conduit run from MH449 at station 0+71 R25 extending South along Limestone Road before turning West at station 2+26 continuing to Pole #45535/42589 at station 2+26 R78.
7. Verizon maintains buried/underground facilities on the West side of Limestone Road from Pole #45535/42589 at station 2+26 R78 extending West to an existing building past the project limits.
8. Verizon maintains a conduit run from MH449 at station 0+71 R25 extending South along Limestone Road before turning West at station 3+82 continuing to Pole #45544/42577 at station 3+82 R76.
9. Verizon maintains buried/underground facilities on the West side of Limestone Road from Pole #45544/42577 at station 3+82 R76 extending South to an existing building past the project limits.
10. Verizon maintains buried/underground facilities on the West side of Limestone Road from Pole #45574/42539 at station 8+79 R77 extending West to an existing Verizon Handhole past the project limits.
11. Verizon maintains buried/underground facilities on the West side of Limestone Road from a Verizon Pedestal at station 12+00 R77 extending West to an existing building past the project limits.
12. Verizon maintains buried/underground facilities on the West side of Limestone Road from Pole #45610/42493 at station 17+12 R77 extending West to an existing building past the project limits.

**Verizon of Delaware Inc. proposed changes to the aerial facilities include but are not limited to:**

None anticipated.

**Verizon of Delaware Inc. proposed changes to the underground facilities include but are not limited to:**

The contractor shall excavate test holes at locations that have identified in the Construction Plans to determine if utility conflicts exist in specific areas of concern.

Should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

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### **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. The information shown in the Contract Documents, including the Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities, their locations, and construction timing has been compiled by the preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State's Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in Section 105.09 of the Standard Specifications.**
- 3. 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. The contractor's means and method of construction are not taken into account when known utility conflicts are identified. If the Contractor's means and method of construction create a utility conflict the Utility Statement will prevail in discussions with the utility and the Contractor. The State's Contract shall be responsible for any costs associated with any temporary outages; holding, bracing and shielding of utility facilities; temporary relocations; or permanent relocations that are not specifically identified in this utility statement or shown in the contract plan set.**
- 4. Coordination and cooperation among the Utility Companies and the State's Contractor 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.**

<b>NAME</b>	<b>COMPANY</b>	<b>PHONE</b>	<b>EMAIL</b>
Chris Ricciuti	Abovenet (Zayo)	484-696-3903	<a href="mailto:chris.ricciuti@zayo.com">chris.ricciuti@zayo.com</a>
Carmen Hunter	Artesian Water Company	302-453-7153	<a href="mailto:chunter@artesianwater.com">chunter@artesianwater.com</a>
Keith Allridge	Comcast Cable Communications	717-776-1073	<a href="mailto:keith@americomm-llc.com">keith@americomm-llc.com</a>
Angel Collazo	Delmarva Power – Electric	302-454-4370	<a href="mailto:angel.collazo@delmarva.com">angel.collazo@delmarva.com</a>
Kristin Stanfill	Delmarva Power - Gas	302-429-3364	<a href="mailto:Kristin.Stanfill@delmarva.com">Kristin.Stanfill@delmarva.com</a>
Bill Reynolds	Lighttower (Fibertech)	585-743-1742	<a href="mailto:wreynolds@fibertech.com">wreynolds@fibertech.com</a>
John Alessandrini	MCI Communications	610-337-6707	<a href="mailto:john.alessandrini@verizon.com">john.alessandrini@verizon.com</a>
David Clark	New Castle County Dept of Special Services	302-395-5705	<a href="mailto:dcclark@nccde.org">dcclark@nccde.org</a>
George Zang	Verizon Delaware, LLC	302-422-1238	<a href="mailto:george.w.zang@verizon.com">george.w.zang@verizon.com</a>

- 5. As outlined in Chapter 3 of the DelDOT Utilities Manual, individual utility companies are responsible for obtaining all required permits from municipal, State and federal government agencies and railroads. This includes but is not limited to water quality permits/DNREC Water Quality Certification, DNREC Subaqueous Lands/Wetlands permits, DNREC Coastal Zone Consistency Certification, County Floodplain permits (New Castle County only), U.S. Coast Guard permits, US Army Corps 404 permits, sediment and erosion permits, and railroad crossing permits.**
- 6. Individual utility companies are required to restore any areas disturbed in conjunction with their relocation work. If an area is disturbed by a utility company and is not properly restored, the Department may have the highway contractor perform the necessary restoration. Any additional costs incurred as a result will be forwarded to the utility company.**

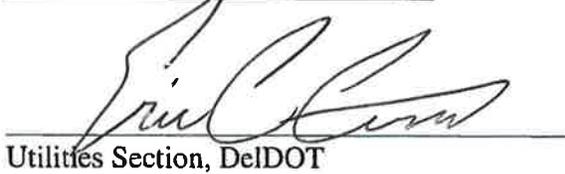
7. **16 Del. C. § 7405B requires notification to and mutually agreeable measures from the public utility operating the electric line for the any person intending to carry on any function, activity, work or operation within dangerous proximity of any high voltage overhead electric lines. All contractors/other utilities must also maintain a distance of 10'-0" from all energized lines.**
  
8. **Any existing facilities that are comprised of hazardous materials will be removed by the Utility Company unless otherwise outlined in the contract documents or language above. Any existing facilities containing hazardous materials will be purged by the Utility Company unless otherwise outlined in the contract documents or language above.**

**PREPARED AND RECOMMENDED BY:**

  
Century Engineering, Inc.

10/13/17  
DATE

**APPROVED AS TO FORM BY:**

  
Utilities Section, DelDOT

10/13/17  
DATE

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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T201701108

F.A.P. NO. N/A

LIMESTONE ROAD (SR7) AND KIRKWOOD HIGHWAY (SR2) ADA COMPLAINT

NEW CASTLE COUNTY

Certificate of Right-of-Way Status – 100%

Status - LEVEL 1

**As required by 23 CFR, Part 635, and other pertinent Federal and State regulations or laws, the following certifications are hereby made in reference to this highway project:**

All necessary real property interests have been acquired in accordance with current FHWA/State directives covering the acquisition of real property; and,

All necessary rights-of-way, including control of access rights when pertinent, have been acquired including legal and physical possession; and,

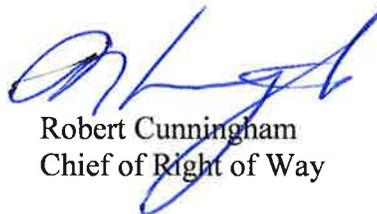
All project rights of way are currently available in accordance with the project right-of-way plans; and,

**Any residential displaced individuals or families have been relocated to decent, safe and sanitary housing, or adequate replacement housing has been made available in accordance with the provisions of the current Federal Highway Administration (FHWA) directive(s) covering the administration of the Highway Relocation Assistance Program; and,**

All occupants have vacated the lands and improvements; and,

The State has physical possession and the right to remove, salvage, or demolish any improvements acquired as part of this project, and enter on all land.

RIGHT OF WAY SECTION



Robert Cunningham  
Chief of Right of Way

June 6, 2018



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

JENNIFER COHAN  
SECRETARY

May 30, 2018

ENVIRONMENTAL REQUIREMENTS

FOR  
State Contract No. T201701108  
Federal Aid No.: N/A

Contract Title: PAR – Limestone Road and Kirkwood Highway

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, are listed below. These requirements are the responsibility of the contractor and are 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.
4. DelDOT Environmental Studies Section (302) 760-2264 must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval.



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

JENNIFER COHAN  
 SECRETARY

**RAILROAD STATEMENT**

**For**

**State Contract No.:** T201701108

**Federal Aid No.:** N/A

**Project Title:** Kirkwood Highway & Limestone Road ADA Compliant

**The following railroad companies maintain facilities within the contract limits:**

- |  |   |
|--|---|
| <input type="checkbox"/> Amtrak              | <input type="checkbox"/> Maryland & Delaware  |
| <input type="checkbox"/> CSX                 | <input type="checkbox"/> Norfolk Southern     |
| <input type="checkbox"/> Delaware Coast Line | <input type="checkbox"/> Wilmington & Western |
| <input type="checkbox"/> East Penn           | <input checked="" type="checkbox"/> None      |
| <input type="checkbox"/> Delmarva Central    |   |

DOT Inventory No.: \_\_\_\_\_ No. Trains/Day: \_\_\_\_\_ Passenger Trains (Y / N): \_\_\_\_\_

**In accordance with 23 CFR 635, herein is the railroad statement of coordination (check one):**

- No Railroad involvement.
  
- Railroad Agreement unnecessary but railroad flagging required. The contractor shall follow requirements stated in the DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DelDOT's Railroad Program Manager at (302) 760-2183.
  
- Railroad Agreement required. The necessary Railroad Agreement is pending. The Contractor cannot begin work until the Agreement is complete and fully executed. Railroad related work to be undertaken and completed as required for proper coordination with physical construction schedules. The Contractor shall follow requirements stated in the DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DelDOT's Railroad Program Manager at (302) 760-2183.

**Approved As To Form:**

  
 \_\_\_\_\_  
 Robert A. Perrine  
 DelDOT Railroad Program Manager

24Oct17  
 \_\_\_\_\_  
 DATE

# **BID PROPOSAL FORMS**

CONTRACT     T201701108.01    

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

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

Identify the following on the outside of the sealed envelope:

- Contract Number T201701108.01
- Name of Contractor

CONTRACT ID: T201701108.01

PROJECT(S): T201701108

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	201000 CLEARING AND GRUBBING	LUMP		LUMP		
0020	202000 EXCAVATION AND EMBANKMENT	CY	571.000			
0030	202003 UNDERCUT EXCAVATION	CY	10.000			
0040	204000 TEST HOLE	CY	5.000			
0050	209001 BORROW, TYPE A	CY	30.000			
0060	211000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP		LUMP		
0070	211001 REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, CURB AND SIDEWALK	SY	1635.000			
0080	301002 GRADED AGGREGATE BASE COURSE, TYPE B, PATCHING	CY	265.000			
0090	401029 SUPERPAVE TYPE C, PG 64-22, PATCHING	TON	235.000			

CONTRACT ID: T201701108.01

PROJECT(S): T201701108

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	401030 SUPERPAVE TYPE B, PG 64-22, PATCHING	151.000 TON				
0110	401031 SUPERPAVE TYPE BCBC, PG 64-22, PATCHING	238.000 TON				
0120	503002 PATCHING PORTLAND CEMENT CONCRET PAVEMENT, 15' TO 100', TYPE B	135.000 SY				
0130	503006 DOWEL BARS	117.000 EACH				
0140	602130 ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET	12.000 EACH				
0150	701012 PORTLAND CEMENT CONCRETE CURB, TYPE 1-6	2132.000 LF				
0160	701014 PORTLAND CEMENT CONCRETE CURB, TYPE 2	112.000 LF				
0170	705001 PORTLAND CEMENT CONCRETE SIDEWALK, 4"	9370.000 SF				
0180	705002 PORTLAND CEMENT CONCRETE SIDEWALK, 6"	2625.000 SF				
0190	705007 SIDEWALK SURFACE DETECTABLE WARNING SYSTEM	410.000 SF				

CONTRACT ID: T201701108.01

PROJECT(S): T201701108

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	711500 ADJUST AND REPAIR EXISTING SANITARY MANHOLE	1.000 EACH				
0210	760012 PAVEMENT MILLING, BITUMINOUS CONCRETE PAVEMENT, VARIABLE DEPTH	2207.000 SYIN				
0220	762000 SAW CUTTING, BITUMINOUS CONCRETE	4434.000 LF				
0230	762001 SAW CUTTING, CONCRETE, FULL DEPTH	530.000 LF				
0240	763000 INITIAL EXPENSE/DE-MOBILIZATION	LUMP		LUMP		
0250	763501 CONSTRUCTION ENGINEERING	LUMP		LUMP		
0260	801000 MAINTENANCE OF TRAFFIC	LUMP		LUMP		
0270	802003 ARROW PANELS TYPE C	133.000 EADY				
0280	803001 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	66.000 EADY				
0290	805001 PLASTIC DRUMS	5352.000 EADY				

CONTRACT ID: T201701108.01

PROJECT(S): T201701108

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	806001 TRAFFIC OFFICERS	40.000 HOUR	75.00000		3000.00	
0310	808001 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE I	133.000 EADY				
0320	810001 TEMPORARY WARNING SIGNS AND PLAQUES	6699.000 EADY				
0330	811001 FLAGGER, NEW CASTLE COUNTY STATE	1074.000 HOUR				
0340	811013 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	268.000 HOUR				
0350	813001 TEMPORARY BARRICADES, TYPE III	3555.000 LFDY				
0360	817002 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND, ALKYD-THERMOPLASTIC	450.000 SF				
0370	817013 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	695.000 LF				
0380	819018 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON SINGLE SIGN POST	56.000 EACH				

CONTRACT ID: T201701108.01

PROJECT(S): T201701108

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0390	830008 ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL	3.000 EACH				
0400	908004 TOPSOIL, 6" DEPTH	1500.000 SY				
0410	908014 PERMANENT GRASS SEEDING, DRY GROUND	1500.000 SY				
	SECTION 0001 TOTAL					
	TOTAL BID					

CANNOT BE  
USED FOR  
BIDDING



**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_, NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH YOUR BID.**

(This form is required from the prime contractor only)

**CERTIFICATION**  
Contract No. T201701108.01

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								
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA**

**MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: \_\_\_\_\_**





**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_

of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_

as **Principal**, and \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly bound unto the **State** in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on Contract No. T201701108.01, to be paid to the **State** for the use and benefit of its Department of Transportation ("**DeIDOT**") 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 **DeIDOT** 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 **DeIDOT**, 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