

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201709504.01

Community Transportation Funds, Entrance Signs

Statewide

ADVERTISEMENT DATE: April 24, 2017

COMPLETION TIME: 1,095 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 until 2:00 P.M. local time May 16, 2017

**Contract No.T201709504.01**

**COMMUNITY TRANSPORTATION FUNDS, ENTRANCE SIGNS**  
Statewide

**GENERAL DESCRIPTION**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for this contract. This project consists of constructing different types (options) of community entrance signs through the state of Delaware 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 1,095 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about July 20, 2017.

PROSPECTIVE BIDDERS NOTES:

1. Bidders are **not required** to be registered with the Department. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time 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 T201709504.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. 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.
4. 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>

Please note a few of the requirements listed below;

- \* At bid submission - submit with the bid a signed affidavit certifying that the Contractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation;
- \* Two business days prior to contract execution - The awarded Contractor shall provide to **DeIDOT** copies of the Employee Drug Testing Program for the Contractor, and may submit any Subcontractor's Employee Drug Testing Program for approval;
- \* Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DeIDOT** has approved the subcontractor in writing;
- \* Testing Report Forms shall be submitted to DeIDOT monthly (forms will be provided).
- \* Penalties for non-compliance are specified in the regulation.

7. NO RETAINAGE will be withheld on this contract.
8. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT's Website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
9. PLEASE NOTE revisions to "Equality of Employment Opportunity on Public Works" under General Notices.
10. REMINDER; A copy of your Delaware Business License must be submitted with your bid.
11. **PREVAILING WAGES DO NOT APPLY TO THIS PROJECT**, refer to 29 Del. C. § 6960 (m). Supplemental Specification Section 811-Flaggers, Paragraph 811.05 Basis of Payment, – Item Nos. 811001 through 811024 do not apply to this project.
12. Contract Extensions are based upon Department Funding.
13. Bidders may bid on any one, or all eight Options. However, bidders must bid on all items in whichever Option they bid.
14. The Delaware Department of Transportation reserves the right to reject any or all bids in whole or in part, to make **multiple awards**, partial awards, award by option, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.
15. **Flatwork Concrete Technician Certification Training:**  
Section 501.03, 503.03, 505.03, 610.03, 701.03 and 702.03 of the 2016 Standard Specifications require contractor's to provide an American Concrete Institute (ACI) or National Ready Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishing of flatwork concrete. Concrete flatwork certification will be effective starting on March 1, 2018.
16. No utility relocation involvement is anticipated. Should any conflicts be encountered during construction requiring adjustment and/or relocation of the agencies' existing facilities, the necessary relocation work shall be accomplished by the respective agencies' forces, as directed by the District Engineer. Any adjustments and/or relocations of municipally owned facilities shall be done by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer.
17. No environmental permits are required for this work provided no jurisdictional wetlands or waters are impacted. If there is any question as to whether or not a water or wetland is jurisdictional, contact the DelDOT Environmental Section at 302-760-2264.
18. It is anticipated that all work will occur within DelDOT's existing right of way or easement areas. Should the need occur to trespass onto private property; it will be the responsibility of the Project manager to secure such trespass needs.
19. It is anticipated that all work will occur within DelDOT's right of way. Should the need occur to trespass onto railroad property, including the highway-rail crossing; it will be the responsibility of the project manager to contact the railroad chief engineer and obtain written authorization before entering.
20. The project manager shall be responsible for coordinating with the Traffic Section relating to any impacts to Traffic Section facilities (including but not limited to traffic loops, junction wells etc.) at least 4 weeks in advance of the start of the activity. Prior to initiating any work on this contract (or sites), the Project Manager shall be responsible for preparing and submitting for approval of the Safety Section, a Maintenance of Traffic Plan. Sufficient time shall be provided for the review and approval of the plan. The Maintenance of Traffic Plan shall include proposed time restrictions on the closure of travel lanes subject to the approval of the Safety Section.
21. The Project Manager is responsible for ensuring any required documents and analysis as part of the adopted Work Zone Safety and Mobility Procedures and Guidelines has been completed prior to any work starting on this contract.

**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 "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

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

PREFERENCE FOR DELAWARE LABOR:

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

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The contractor will take positive steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.'

TAX CLEARANCE:

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

LICENSE:

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

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)

# **AUGUST 2016 STANDARD SPECIFICATIONS**

**EFFECTIVE AS OF THE ADVERTISEMENT  
DATE OF THIS PROPOSAL  
AND INCLUDED BY REFERENCE**

The full Website Link is;

[http://www.deldot.gov/information/pubs\\_forms/manuals/standard\\_specifications/index.shtml](http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml)

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

**The Contractor shall make himself aware of any revisions and corrections (Supplemental Specifications, if any) and apply them to the applicable item(s) of this contract.**

# **SPECIAL PROVISIONS**

**749730 – SIGN, OPTION 1 - DELAWARE**  
**749731 – SIGN, OPTION 2 - VILLAGE INN**  
**749732 – SIGN, OPTION 3 - BLUE HEN**  
**749733 – SIGN, OPTION 4 - BRANDYWINE**  
**749734 – SIGN, OPTION 5 - ODESSA**  
**749735 – SIGN, OPTION 6 – LEWES**  
**749736 – SIGN, OPTION 7 – MAGNOLIA**  
**749737 – SIGN, OPTION 8 – BETHANY**

**Description:**

This work consists of furnishing all materials and constructing different types (options) of community entrance signs as indicated on the Plans and as directed by the Engineer.

**Materials and Construction Methods:**

All materials shall conform to the requirements as stated on the Plans.

The community entrance signs shall be constructed in accordance to the notes and details on the Plans and as directed by the Engineer.

The contractor shall bid one price for the faux brick, stucco or stone finish.

**Location:**

Each bid price shall include the cost for installing the sign in all three (3) counties within the state.

**Installation:**

The Contractor shall install the sign no later than 60 calendar days after issuance of notice - to - proceed.

**Method of Measurement:**

Payment for this item will be made on a lump sum basis wherein no measurement will be made.

**Basis of Payment:**

Payment will be made at the Lump Sum price bid for this item. The price bid shall include the cost for performing the work specified and furnishing all labor, materials, tools, supplying shop drawings, supplying maintenance of traffic in accordance with the Delaware MUTCD, equipment and incidentals necessary to provide a complete community entrance sign(s) acceptable to the Engineer. Full payment will be made upon installation of the sign. There will be no partial payment prior to installation.

# **BID PROPOSAL FORMS**

CONTRACT     T201709504.01    

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 T201709504.01**
- **Name of Contractor**

BIDDER: \_\_\_\_\_

**BID FORM**

**Bidders may bid on any one, or all eight Options. However, bidders must bid on all items in whichever Option they bid.**

**\*\* ALL COLUMNS MUST BE COMPLETED AS INDICATED \*\*  
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN LEGIBLY IN INK**

**ITEM NUMBER: 749730 – Sign Option 1 - Delaware**

| ITEM NO.   | APPROX QTY. | UOM      | DESCRIPTION | UNIT PRICE |
|--|-------------|----------|-------------|------------|
| 1A   | 1           | Lump Sum | Faux Stucco | \$         |
| 1B   | 1           | Lump Sum | Faux Brick  | \$         |
| 1C   | 1           | Lump Sum | Faux Stone  | \$         |
| <p><b>TOTAL BID for 1A, 1B &amp; 1C \$ _____</b><br/>(Lump Sum Bid Price For Item Number: 749730 – Sign Option 1 – Delaware)</p> |             |          |             |            |

**ITEM NUMBER: 749731 – Sign Option 2 – Village Inn**

| ITEM NO.  | APPROX QTY. | UOM      | DESCRIPTION | UNIT PRICE |
|---|-------------|----------|-------------|------------|
| 2A  | 1           | Lump Sum | Faux Stucco | \$         |
| 2B  | 1           | Lump Sum | Faux Brick  | \$         |
| 2C  | 1           | Lump Sum | Faux Stone  | \$         |
| <p><b>TOTAL BID for 2A, 2B &amp; 2C \$ _____</b><br/>(Lump Sum Bid Price For Item Number: 749731 – Sign Option 2 – Village Inn)</p> |             |          |             |            |

**ITEM NUMBER: 749732 – Sign Option 3 – Blue Hen**

| ITEM NO. | APPROX QTY. | UOM      | DESCRIPTION | UNIT PRICE |
|----------|-------------|----------|-------------|------------|
| 3A       | 1           | Lump Sum | Faux Stucco | \$         |
| 3B       | 1           | Lump Sum | Faux Brick  | \$         |
| 3C       | 1           | Lump Sum | Faux Stone  | \$         |

**TOTAL BID for 3A, 3B & 3C \$ \_\_\_\_\_**  
 (Lump Sum Bid Price For Item Number: 749732 – Sign Option 3 – Blue Hen)

**ITEM NUMBER: 749733 – Sign Option 4 – Brandywine**

| ITEM NO. | APPROX QTY. | UOM      | DESCRIPTION  | UNIT PRICE |
|----------|-------------|----------|--------------|------------|
| 4A       | 1           | Lump Sum | As Specified | \$         |

**TOTAL BID for 4A \$ \_\_\_\_\_**  
 (Lump Sum Bid Price For Item Number: 749733 – Sign Option 4 – Brandywine)

**ITEM NUMBER: 749735 – Sign Option 5 – Lewes**

| ITEM NO. | APPROX QTY. | UOM      | DESCRIPTION  | UNIT PRICE |
|----------|-------------|----------|--------------|------------|
| 5A       | 1           | Lump Sum | As Specified | \$         |

**TOTAL BID for 5A \$ \_\_\_\_\_**  
 (Lump Sum Bid Price For Item Number: 749735 – Sign Option 5 – Lewes)

**ITEM NUMBER: 749734 – Sign Option 6 – Odessa**

| ITEM NO. | APPROX QTY. | UOM      | DESCRIPTION  | UNIT PRICE |
|----------|-------------|----------|--------------|------------|
| 6A       | 1           | Lump Sum | As Specified | \$         |

**TOTAL BID for 6A \$ \_\_\_\_\_**  
 (Lump Sum Bid Price For Item Number: 749734 – Sign Option 6 – Odessa)

**ITEM NUMBER: 749736 – Sign Option 7 – Magnolia**

| ITEM NO. | APPROX QTY. | UOM      | DESCRIPTION | UNIT PRICE |
|----------|-------------|----------|-------------|------------|
| 7A       | 1           | Lump Sum | Faux Stucco | \$         |
| 7B       | 1           | Lump Sum | Faux Brick  | \$         |
| 7C       | 1           | Lump Sum | Faux Stone  | \$         |

**TOTAL BID for 7A, 7B & 7C \$ \_\_\_\_\_**  
 (Lump Sum Bid Price For Item Number: 749736 – Sign Option 7 – Magnolia)

**ITEM NUMBER: 749737 – Sign Option 8 – Bethany**

| ITEM NO. | APPROX QTY. | UOM      | DESCRIPTION  | UNIT PRICE |
|----------|-------------|----------|--------------|------------|
| 8A       | 1           | Lump Sum | As Specified | \$         |

**TOTAL BID for 8A \$ \_\_\_\_\_**  
 (Lump Sum Bid Price For Item Number: 749737 – Sign Option 8 – Bethany)

**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 that complies with this regulation:

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor 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.**

**CERTIFICATION**

Contract No. T201709504.01

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



=====

**AFFIRMATION:**

Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_ if yes, please explain \_\_\_\_\_

-----

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

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By: \_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary  
Seal

\_\_\_\_\_  
Notary

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
as **Principal**, and \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the  
State of Delaware ("**State**"), are held and firmly bound unto the **State** in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) of amount of bid on  
Contract No. T201709504.01, 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