

# STATE OF DELAWARE

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DeIDOT in order to bid.



## DEPARTMENT OF TRANSPORTATION

### BID PROPOSAL

for

CONTRACT T201787701.01

GUARDRAIL REPAIR, CANAL DISTRICT, OPEN END, FY 17-FY 19

NEW CASTLE COUNTY

ADVERTISEMENT DATE: October 17, 2016

COMPLETION TIME: 1,095 Calendar Days

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

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time November 22, 2016

GUARDRAIL REPAIR, CANAL DISTRICT, OPEN END, FY 17-FY 19  
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 project. The purpose of this Open End Contract is to repair and replace damaged guardrail and impact attenuator components. The work shall include removal, repair, and replacement of components, systems and any needed restoration work 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 January 2, 2017.

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.
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 T201787701.01 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>  
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 **DelDOT** 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 **DelDOT** has approved the subcontractor in writing;
  - \* Testing Report Forms shall be submitted to DelDOT monthly (forms will be provided).
  - \* Penalties for non-compliance are specified in the regulation.
6. SUPPLEMENTAL SPECIFICATIONS to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#). The **Specifications Note** document is for the use by the bidders to reference the new numbers to the past numbers used for bidding purposes on previous Department contracts.
7. 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. SECTION 106.06 BUY AMERICA Contract Requirement in the Delaware Standard Specifications for Road and Bridge Construction, August, 2001 does not apply to 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.

**TABLE OF CONTENTS**

**GENERAL DESCRIPTION..... i**  
LOCATION..... i  
DESCRIPTION..... i  
COMPLETION TIME..... i  
PROSPECTIVE BIDDERS NOTES..... i  
CONSTRUCTION ITEMS UNITS OF MEASURE..... iii

**GENERAL NOTICES..... 1**  
SPECIFICATIONS..... 1  
CLARIFICATIONS..... 1  
ATTESTING TO NON-COLLUSION..... 1  
QUANTITIES..... 1  
PREFERENCE FOR DELAWARE LABOR..... 1  
EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS..... 1  
TAX CLEARANCE..... 2  
LICENSE..... 2  
DIFFERING SITE CONDITIONS..... 2

RIGHT TO AUDIT..... 3

**PREVAILING WAGES..... 3**  
STATE WAGE RATES..... 5

**SUPPLEMENTAL SPECIFICATIONS..... 6**

**SPECIAL PROVISIONS..... 7**  
CONSTRUCTION ITEM NUMBERS..... 8  
401502 - ASPHALT CEMENT COST ADJUSTMENT..... 9  
720517 - IMPACT ATTENUATOR, TYPE I..... 10  
720554 - IMPACT ATTENUATOR, TYPE III..... 11  
720585 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1 - 31..... 12  
720586 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2 - 31..... 12  
720588 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3 - 31..... 12  
720595 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL I REPAIR..... 14  
720596 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL II REPAIR..... 14  
720597 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL I REPAIR..... 14  
720598 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL II REPAIR..... 14  
720599 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL I REPAIR..... 14  
720600 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL II REPAIR..... 14  
720608 - IMPACT ATTENUATOR, TYPE I, LEVEL I REPAIR..... 14  
720609 - IMPACT ATTENUATOR, TYPE I, LEVEL II REPAIR..... 14  
720614 - IMPACT ATTENUATOR, TYPE I, LEVEL III REPAIR..... 14  
720663 - GUARDRAIL END TREATMENT ATTENUATOR, MINOR REPAIR..... 15  
763507 - EMERGENCY MOBILIZATION..... 16

**BID PROPOSAL FORMS..... 17**

**DRUG TESTING AFFIDAVIT..... 24**

**CERTIFICATION..... 25**

**BID BOND..... 27**

**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) 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 Part VI., Section C., which in relevant part states:

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

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) 451-3423

Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2016

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	50.49	50.49	14.98
CARPENTERS	52.81	52.81	41.97
CEMENT FINISHERS	31.10	30.96	26.79
ELECTRICAL LINE WORKERS	23.23	44.82	21.94
ELECTRICIANS	65.10	65.10	65.10
IRON WORKERS	43.56	24.64	26.17
LABORERS	33.59	39.35	38.63
MILLWRIGHTS	16.63	16.14	13.93
PAINTERS	63.14	63.14	63.14
PILEDRIVERS	68.57	24.52	27.82
POWER EQUIPMENT OPERATORS	41.90	40.89	29.07
SHEET METAL WORKERS	23.49	20.97	18.99
TRUCK DRIVERS	34.02	29.14	35.50

CERTIFIED: 10/5/2016

BY: 

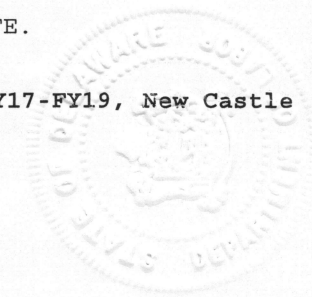
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

**PROJECT:** T201787701.01 Guardrail Repair Canal District Open End FY17-FY19, New Castle County



# **SUPPLEMENTAL SPECIFICATIONS TO THE AUGUST 2001 STANDARD SPECIFICATIONS**

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

**The Supplemental Specifications can be viewed and printed from  
the Department's Website.**

To access the Website;

- in your internet browser, enter; <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is;

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

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

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

# **SPECIAL PROVISIONS**

**CONSTRUCTION ITEM NUMBERS**

All construction pay items are assigned a six (6) digit number, shown as Item Number on the Plans and/or in the Special Provisions, and shall be interpreted in accordance with the following:

**Standard Item Number:**

The first three digits of the construction item numbers indicates the Section number as described in the Standard Specifications, and all applicable requirements of the Section shall remain effective unless otherwise modified by the Special Provisions. The last three digits of the construction item identifies the item by sequential number under that Section. Sequential numbers for all items covered under Standard Specifications range from 000 to 499. A comprehensive list of construction item numbers begins on page 421 of the Standard Specifications. Additions to this list will be made as required.

**Special Provisions Item Number:**

The first three digits of the construction items, covered under Special Provisions, indicates the applicable Section number of the Standard Specifications, and shall be governed fully by the requirements of the Special Provisions. The last three digit of the items covered under Special Provisions identifies the item by sequential number. Sequential numbers for Special Provision items, range from 500 to 999.

Examples

**Standard Item Number - 202000 Excavation and Embankment**

202 Indicates Section Number

000 Indicates Sequential Number

**Special Provision Item Number - 202500 Grading and Reshaping Roadway**

202 Indicates Section Number

500 Indicates Sequential Number

**NOTE:**

**PLEASE NOTE** revised Supplemental Specifications to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#) and at [www.deldot.gov](http://www.deldot.gov).

**SPECIFICATIONS:** The Department is currently updating the August 2001 Specifications for Road and Bridge Construction. Through this update, some Divisions were renumbered and some new ones were created and added. The *Specifications Note* document is for the use by the bidders to reference the new numbers to the past numbers used for bidding purposes on previous Department contracts.

**401502 - ASPHALT CEMENT COST ADJUSTMENT**

For Sections 304, 401, 402, 403, 404, and 405, payments to the Contractor shall be adjusted to reflect increases or decreases in the Delaware Posted Asphalt Cement Price when compared to the Project Asphalt Cement Base Price, as defined in these Special Provisions.

The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry posted price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania. The link for the posting is [http://www.deldot.gov/information/business/bids/asphalt\\_cement\\_english.shtml](http://www.deldot.gov/information/business/bids/asphalt_cement_english.shtml).

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; and 15,000 gallons or more in case of Sections 304, 404 and 405.

5/05/15

**720517 - IMPACT ATTENUATOR, TYPE I**

**Description:**

This work consists of furnishing and installing impact attenuator in accordance with the locations, notes and details on Plans, these Special Provisions, and as directed by the Engineer.

**Materials:**

The impact attenuator shall be a nongating device meeting the requirements of the NCHRP Report 350, Test Level 3. The configuration of the device shall be as specified (in published literature) by the manufacturer for the design speed indicated on the Plans. Dimensional requirements, if any, shall be as noted on the Plans.

The impact attenuator shall be designed and constructed so there is no solid debris on the roadway after either head-on or side angle impacts.

The impact attenuator shall be designed for quick and easy repair after an impact.

The impact attenuator must be approved by the Department prior to use. The Contractor shall submit the manufacturer's certification, literature and shop drawings for approval.

**Construction Methods:**

Installation of the impact attenuator shall be accomplished by experienced workmen in accordance with the manufacturer's recommendations. The Contractor shall provide written certification that the impact attenuator has been properly installed.

**Method of Measurement:**

The quantity of Impact Attenuator, Type 1 will be measured as the number installed and accepted.

**Basis of Payment:**

The quantity of impact attenuators will be paid for at the Contract unit price per each for "Impact Attenuator Type 1", which price and payment shall constitute full compensation for all materials and hardware required for furnishing and installing the impact attenuator complete in place and accepted, certificate of compliance from the manufacturer, shop drawing showing the details of the attenuator being attached to the existing object for approval, for excavation, foundation (if required), for all labor, equipment and incidentals necessary to complete the item.

11/14/01

**NOTE:**

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

**720554 - IMPACT ATTENUATOR, TYPE III**

**Description:**

The item shall consist of furnishing and installing impact attenuator assembly unit comprising of an Impact Attenuator Terminal and Impact Attenuator Transition in accordance with the locations, notes and details shown on the Plans, these Special Provisions, and as directed by the Engineer.

**Materials:**

The Impact Attenuator System provided for this item shall meet the requirements of NCHRP Report No. 350 Test Level 3.

The type of Impact Attenuator under this item shall consist of the Impact Attenuator Terminal unit and the Impact Attenuator Transition unit to be attached to the guardrail or rigid barrier or fixed object as applicable to the location, unless otherwise specifically indicated on the Plans. The Contractor shall submit shop drawings including Impact Attenuator Terminal and the Impact Transition unit as applicable to the specific location. No work shall start prior to the approval of the shop drawings. The Contractor shall also provide to the Department two copies of the Impact Attenuator Maintenance Manual obtained from the manufacturer at no extra cost.

The materials shall be produced from new steel of the grade and quality set forth in Section 720 and as shown on the Plans. Prime western zinc shall be used and applied by the hot dip method. Bolts and nuts shall be of the quality set forth in the referenced Plans and specifications. When the attenuator system requires wood post or other wood components they shall be treated in accordance with Subsection 719.03 and 719.04 of the Standard Specifications. All fabrication shall be done in a workmanlike manner and to tolerances that comply with all details set out in the manufacturer's Plans and specifications. All parts shall be properly identified for placement and the re-ordering of damaged parts.

**Construction Methods:**

The Impact Attenuator System shall be fabricated and installed in accordance with the manufacturer's recommendations and details shown on the Plans.

**Basis of Payment:**

Payment for the Impact Attenuator Terminal and the Impact Attenuator Transition complete as one combined unit shall be paid for at the contract unit price bid per Each under the item "Impact Attenuator, Type III", which price and payment shall constitute full compensation for furnishing and installing all materials, certificate of compliance from the manufacturer, shop drawings showing the details of the attenuator being attached to the existing object for approval, labor, equipment and incidentals necessary for furnishing and installing the impact attenuator unit complete in place and accepted. The limit of payment shall be the Impact Attenuator Terminal and the Impact Attenuator Transition attached to guardrail or fixed object or rigid barrier as a combined unit under the item "Impact Attenuator, Type III".

**NOTE**

Where Impact Attenuator, Type III is to be attached to a rigid barrier or fixed object any modification to the rigid barrier or fixed object necessary for proper functioning of the Impact Attenuator, Type III shall be incidental to the unit price bid for Item "720554 - Impact Attenuator, Type III".

**NOTE:**

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



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

**Description:**

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

**Materials:**

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

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

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

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

**Construction Methods:**

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

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

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

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

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

Unless otherwise noted on the Plans, the Guardrail End Treatment Attenuator, Type 1 shall be installed with a 25:1 taper beginning 50' (15 m) from the end of the end treatment.

**Method of Measurement:**

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

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

**Basis of Payment:**

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

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

8/12/2013

**720595 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL I REPAIR**  
**720596 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL II REPAIR**  
**720597 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL I REPAIR**  
**720598 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL II REPAIR**  
**720599 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL I REPAIR**  
**720600 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL II REPAIR**  
**720606 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3A, LEVEL I REPAIR**  
**720607 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3A, LEVEL II REPAIR**  
**720608 - IMPACT ATTENUATOR, TYPE I, LEVEL I REPAIR**  
**720609 - IMPACT ATTENUATOR, TYPE I, LEVEL II REPAIR**  
**720614 - IMPACT ATTENUATOR, TYPE I, LEVEL III REPAIR**

**Description:**

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

**Materials:**

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

**Construction Methods:**

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

**Method of Measurement:**

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

**Basis of Payment:**

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

6/19/03

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

**Description:**

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

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

**Materials:**

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

**Construction Methods:**

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

**Method of Measurement:**

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

**Basis of Payment:**

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

7/22/11

**763507 - EMERGENCY MOBILIZATION**

**Description:**

The work under this item shall require the Contractor to appear in full readiness for emergency repair work of damaged fence, guardrails, parapet, etc. within 36 hours of notification by the Turnpike Engineer in a telephone conversation in which he shall explain the approximate location and the extent of the damage.

**Materials and Construction Methods:**

Materials and construction methods for the type of work to be done, shall be in accordance with the applicable requirements of the respective bid item(s) involved in that work. The Contractor shall be paid for those items separately.

**Method of Measurement:**

There shall be no measurement of this item, and the payment shall be a fixed amount for each emergency mobilization. If the Contractor does appear after 36 hours from the moment of notification, he/she shall be paid for the work performed under the respective bid items, but there shall be no payment for emergency mobilization.

**Basis of Payment:**

The payment for the item shall be made for at the Contract unit price bid per Each for "Emergency Mobilization", which price and payment shall be full compensation for the Contractor to appear in full readiness to perform the directed work within 36 hours as indicated above.

6/19/03

# **BID PROPOSAL FORMS**

CONTRACT     T201787701.01    

UNLESS OTHERWISE DIRECTED, SUBMIT FOLLOWING BID PAGES TO:

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

CONTRACT ID: T201787701.01

PROJECT(S): T201787701

All figures must be typewritten.

CONTRACTOR :

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

SECTION 0001 GUARDRAIL AND IMPACT ATTENUATOR INSTALL AND REPAIR ITEMS

0010	202000 EXCAVATION AND EMBANKMENT	CY	10.000			
0020	209006 BORROW, TYPE F	CY	5.000			
0030	720005 STEEL RAIL ELEMENT, STRAIGHT	LF	11000.000			
0040	720006 STEEL RAIL ELEMENT, CURVED	LF	500.000			
0050	720007 GALVANIZED STEEL POSTS	EACH	500.000			
0060	720010 TREATED WOOD BLOCK	EACH	1000.000			
0070	720013 END SECTION (ROUNDED)	EACH	10.000			
0080	720032 GALVANIZED STEEL POST, 8'	EACH	5.000			
0090	720041 REFLECTORIZED WASHERS	EACH	500.000			

CONTRACT ID: T201787701.01

PROJECT(S): T201787701

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	720050 GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	350.000 LF				
0110	720517 IMPACT ATTENUATOR, TYPE I	12.000 EACH				
0120	720554 IMPACT ATTENUATOR, TYPE III	12.000 EACH				
0130	720585 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1-31	60.000 EACH				
0140	720586 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2-31	5.000 EACH				
0150	720588 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3-31	10.000 EACH				
0160	720595 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL I REPAIR	50.000 EACH				
0170	720596 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL II REPAIR	50.000 EACH				
0180	720597 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL I REPAIR	10.000 EACH				



CONTRACT ID: T201787701.01

PROJECT(S): T201787701

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0190	720598 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL II REPAIR	EACH 5.000				
0200	720599 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL I REPAIR	EACH 5.000				
0210	720600 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL II REPAIR	EACH 5.000				
0220	720608 IMPACT ATTENUATOR, TYPE I, LEVEL II REPAIR	EACH 12.000				
0230	720609 IMPACT ATTENUATOR, TYPE 1, LEVEL II REPAIR	EACH 12.000				
0240	720614 IMPACT ATTENUATOR, TYPE I, LEVEL III REPAIR	EACH 12.000				
0250	720663 GUARDRAIL END TREATMENT ATTENUATOR, MINOR REPAIR	EACH 10.000				
0260	725002 GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 1-31	EACH 5.000				
0270	726001 END ANCHORAGE 31	EACH 20.000				
0280	743003 ARROWPANELS, TYPE C	EADY 100.000				

CONTRACT ID: T201787701.01

PROJECT(S): T201787701

All figures must be typewritten.

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0290	743006 PLASTIC DRUMS	200.000 EADY				
0300	743010 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	100.000 EADY				
0310	743024 TEMPORARY WARNING SIGNS AND PLAQUES	600.000 EADY				
0320	743050 FLAGGER, NEW CASTLE COUNTY, STATE	175.000 HOUR				
0330	743062 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	20.000 HOUR				
0340	763000 INITIAL EXPENSE	LUMP	LUMP			
0350	763507 EMERGENCY MOBILIZATION	5.000 EACH				
0360	908004 TOPSOIL, 6" DEPTH	50.000 SY				
0370	908014 PERMANENT GRASS SEEDING, DRY GROUND	50.000 SY				
	SECTION 0001 TOTAL					
	TOTAL BID					

**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 AND NOTARIZED AND RETURNED WITH YOUR BID.**

**CERTIFICATION**  
Contract No. T201787701.01

The undersigned bidder, \_\_\_\_\_  
whose address is \_\_\_\_\_  
and telephone number is \_\_\_\_\_ hereby certifies the following:

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

Accompanying this proposal is a surety bond or a security of the bidder assigned to the Department of Transportation, for at least ten (10) percentum of total amount of the proposal, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department of Transportation, under the conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

=====  
I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date	No.	Date	No.	Date	No.	Date	No.	Date
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA**

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



**AFFIRMATION:**

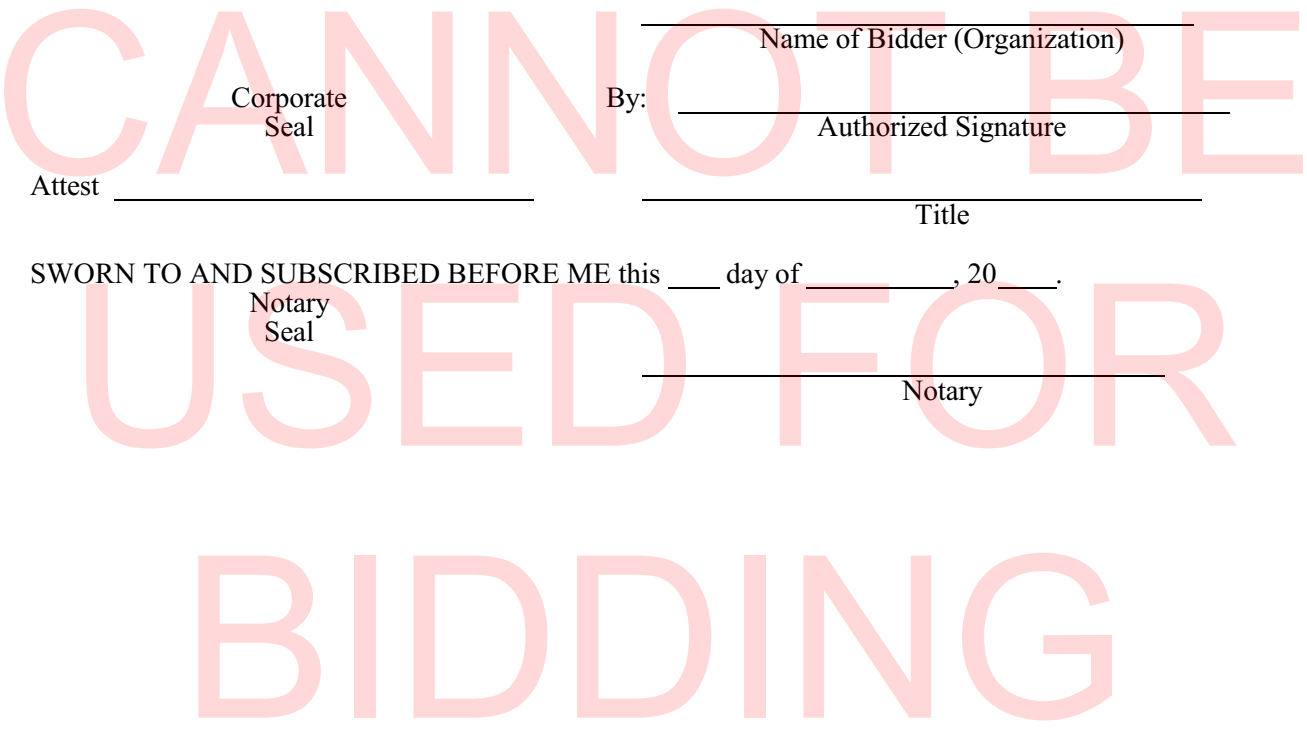
Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

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)  
By: \_\_\_\_\_  
Authorized Signature  
Corporate Seal  
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. T201787701.01, to be paid to the **State** for the use and benefit of its Department of  
Transportation ("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and  
each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole  
firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal**  
who has submitted to the **DelDOT** a certain proposal to enter into this contract for the furnishing of  
certain materiel and/or services within the **State**, shall be awarded this Contract, and if said **Principal**  
shall well and truly enter into and execute this Contract as may be required by the terms of this Contract  
and approved by the **DelDOT**, this Contract to be entered into within twenty days after the date of official  
notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be  
void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE  
presence of

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

Corporate  
Seal

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

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of **Surety**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title