BID PROPOSAL

for

CONTRACT T201787801.02

Guardrail Central Open-End, FY17-19

RE-ADVERTISEMENT

This Contract Was Previously Advertised & Not Awarded

Kent County

ADVERTISEMENT DATE: December 4, 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 January 9, 2018.
Contract No.T201787801.02

Guardrail Central Open-End, FY 17-19
Kent County

GENERAL DESCRIPTION

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for Guardrail Maintenance 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 March 7, 2018.

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, or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time January 9, 2018 unless changed via addendum.

2. QUESTIONS regarding this project are to be e-mailed to 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 T201787801.02 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;
* Testing Report Forms shall be submitted to DelDOT monthly (forms will be provided).
* Penalties for non-compliance are specified in the regulation.
* 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;

6. NO RETAINAGE will be withheld on this contract.

7. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT’s Website here, or you may request a copy by calling (302) 760-2555.

8. REMINDER; A copy of your firm's Delaware Business License must be submitted with your bid.
9. August 2016 Standard Specifications apply to this contract. The Contractor shall make himself aware of any revisions and corrections (Supplemental Specifications, if any) and apply them to the applicable item(s) of this contract. The 2016 Standard Specifications can be viewed [here](http://www.delaware.gov/ldot/standards).

10. **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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.
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*Not used for units of measurement for payment.
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GENERAL NOTICES

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

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

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

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

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

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:
Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (7) states;

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

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

3. The contractor will ensure employees receive equal pay for equal work, without regard to sex. Employee pay differential is acceptable if pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or if the differential is based on any other factor other than sex.

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

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

**CONTRACTOR / SUBCONTRACTOR LICENSE:** 29 DEL. C. §6967:
(b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency.

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

**DIFFERING SITE CONDITIONS, SUSPENSIONS OF WORK and SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:**

**Differing site conditions:** During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract of 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, subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.
No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

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

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

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

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

RIGHT TO AUDIT

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

PREVAILING WAGES

Included in this proposal are the minimum wages to be paid various classes of laborers and mechanics as determined by the Department of Labor of the State of Delaware in accordance with Title 29 Del.C. §6960, relating to wages and the regulations implementing that Section.

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

(b) Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

(c) Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.
Bidders are specifically directed to note the Department of Labor's prevailing wage regulations implementing §6960 relating to the effective date of the wage rates, at Section 6.3, which in relevant part states:

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

Contractor may contact:

   Department of Labor, Division of Industrial Affairs, 4425 N. Market Street, Wilmington, DE 19802
   Telephone (302) 761-8200.
PREVAILING WAGES FOR **HIGHWAY CONSTRUCTION** EFFECTIVE MARCH 15, 2017

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CERTIFIED: 11/17/17  
BY: (Signature)  
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT


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) 761-8200

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

PROJECT: T201787801.02 Guardrail Central Open End FY17-19, Kent County
SPECIAL PROVISIONS
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 here.

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

All deviations of the Delaware Posted Asphalt Cement Price from the Project Asphalt Cement Base Price are eligible for cost adjustment. No minimum increases or decreases or corresponding percentages are required to qualify for cost adjustment.

Actual quantity of asphalt cement qualifying for any Asphalt Cement Cost Adjustment will be computed using the weight of eligible asphalt that is shown on the QA/QC pay sheets as a percentage for the delivered material.

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

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

There shall be no separate payment per ton cost of asphalt cement. That cost shall be included in the various unit prices bid per ton for those bid items that contain asphalt cement (mentioned above).

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price per ton for the project will be the Delaware Posted Asphalt Cement Price in effect on the date of project advertisement.

If the Contractor exceeds the authorized allotted completion time, the price of asphalt cement on the last authorized allotted work day, shall be the prices used for cost adjustment during the time liquidated damages are assessed. However, if the industry posted price for asphalt cement goes down, the asphalt-cement cost shall be adjusted downward accordingly.

NOTE:

Application of Asphalt Cement Cost Adjustment requirements as indicated above shall apply only to those contracts involving items related to bituminous base and pavements, and with bitumen, having a total of 1,000 tons or more of hot-mix bid quantity in case of Sections 401, 402 and 403; and 15,000 gallons or more in case of Sections 304, 404 and 405.

5/05/15
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
Description:

The work under this item shall require the Contractor to appear in full readiness for emergency repair work of damaged guardrails, etc. within 24 hours of notification by the 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 24 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 24 hours as indicated above.

5/9/2017
ENVIROMENTAL REQUIREMENTS

FOR
State Contract No. T201787801
Federal Aid No.: N/A

Contract Title: Guardrail Central Open-End, FY17-19

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

GENERAL REQUIREMENTS:

1. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable dumping ground.

2. That effort shall be made to keep construction debris from entering adjacent waterways or wetlands. Any debris that enters those areas shall be removed immediately.

3. All work will take place within existing right-of-way. No signal work will be considered as part of this location.

4. The disposal of trees, brush, and other debris in any stream corridor, wetland, surface water, or drainage area is prohibited.

5. DelDOT Environmental Studies Section must be notified ((302)760-2264) if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval.
BID PROPOSAL FORMS

CONTRACT T201787801.02

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 T201787801.02
- Name of Contractor
CONTRACT ID: T201787801.02     PROJECT(S): T201787801

All figures must be typewritten.

<table>
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SECTION 0001 Category 0001

<p>| 0010 | EXCAVATION AND EMBANKMENT | 30.000 | CY |
| 0020 | BORROW, TYPE F           | 40.000 | CY |
| 0030 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS (GUARDRAIL) | 2000.000 | LF |
| 0040 | STEEL RAIL, STRAIGHT     | 1200.000 | LF |
| 0050 | STEEL RAIL, CURVED       | 10.000 | LF |
| 0060 | GALVANIZED STEEL POSTS   | 120.000 | EACH |
| 0070 | BREAKAWAY POST, TREATED  | 20.000 | EACH |
| 0080 | TREATED WOOD BLOCK        | 30.000 | EACH |
| 0090 | TERMINAL CONNECTOR, BRIDGE AND BARRIER | 5.000 | EACH |</p>
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CONTRACT ID: T201787801.02     PROJECT(S): T201787801

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| 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, NOTARIZED, AND RETURNED WITH YOUR BID.
CERTIFICATION
Contract No. T201787801.02

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:

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<th>Date</th>
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BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA
MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: ____________________________

[Redacted]
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. T201787801.02, 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