STATE OF DELAWARE

This Copy is for information only. You must request a CD from DelDOT in order to bid.



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT <u>T201803101.01</u>

Community Transportation Fund, North I, 2018

New Castle County

ADVERTISEMENT DATE: April 9, 2018

COMPLETION TIME: 180 Calendar Days

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

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time <u>May 1, 2018</u>

Contract No.T201803101.01

Community Transportation Fund, North I, 2018 New Castle County

GENERAL DESCRIPTION

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for this contract. This project involves curb and gutter, sidewalk repairs, and/or bituminous concrete milling and overlay 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 <u>180 Calendar Days</u>. It is the Department's intent to issue a Notice to Proceed such that work starts on or about June 25, 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 <u>dot-ask@state.de.us</u>, or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time May 8, 2018 unless changed via addendum.
- 2. QUESTIONS regarding this project are to be e-mailed to <u>dot-ask@state.de.us</u> no less than six business days prior to the bid opening date in order to receive a response. Please include T201803101.01 in the subject line. Responses to inquiries are posted on-line at <u>http://www.bids.delaware.gov</u>.
- 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 <u>Contractors and Subcontractors to implement a program of mandatory drug testing for Employees</u> who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 **Del.C.** §6908(a)(6). **Refer to the full requirements by following the below link:** http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.htm

Regulation was revised for projects advertised beginning 01/01/18. Please review the revised regulation for details. Note a few of the requirements;

- * <u>At bid submission</u> Each Contractor must submit with the bid *a single signed affidavit certifying that the Contractor and Subcontractor(s)* has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation;
- * <u>At least Two business days prior to contract execution</u> The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor, and any other listed Subcontractors;
- * Testing Report Forms shall be submitted to DelDOT monthly. No longer required.
- * <u>Subcontractors</u> 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;
- * <u>Penalties</u> for non-compliance are specified in the regulation.

- 6. NO RETAINAGE will be withheld on this contract.
- 7. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT's Website <u>here</u>, or you may request a copy by calling (302) 760-2555.
- 8. REMINDER; A copy of your Delaware Business License must be submitted with your bid.
- PREVAILING WAGES DO NOT APPLY TO THIS PROJECT, refer to 29 Del. C. § 6960 (m). Supplemental Specification Section 811 Flaggers, paragraph 811.05 Basis of Payment, Item Numbers 811001 through 811024 do not apply to this project.
- 10. 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 <u>viewed here</u>.
- 10a. FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING: Section 501.03, 503.03, 505.03, 610.03, 701.03 and 702.03 of the 2016 Standard Specifications require contractor's to provide an American Concrete Institute (ACI) or National Ready Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishing of flatwork concrete. Concrete flatwork certification will be effective starting on June 1, 2018.

STATE OF DELAWARE CONSTRUCTION ITEMS UNITS OF MEASURE

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

*Not used for units of measurement for payment.

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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 business licenses of such subcontractor or independent contract the occupational or business license of such subcontractor or independent contract the agency within 10 days of being contracted or hired.

DIFFERING SITE CONDITIONS,

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

<u>Differing site conditions</u>: 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.

<u>Suspensions of work ordered by the engineer:</u> 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 fourth 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.

<u>Significant changes in the character of work:</u> 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 <u>Del.C.</u> §6930).

SPECIAL PROVISIONS

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry posted price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania. The link for the posting is here.

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

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

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

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

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

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

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

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

NOTE:

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

5/05/15

211500 - TREE REMOVAL, 6" TO 15" DIAMETER 211501 - TREE REMOVAL, GREATER THAN 15" TO 25" DIAMETER 211502 - TREE REMOVAL, GREATER THAN 25" TO 37" DIAMETER 211503 - TREE REMOVAL, GREATER THAN 37" TO 49" DIAMETER 211504 - TREE REMOVAL, GREATER THAN 49" DIAMETER

Description:

This work consists of removing and disposing of trees with a diameter over 6".

Construction Methods:

The appropriate construction methods of Section 201 shall apply to this work. Final determination for removal of trees will be made by the Engineer during the construction operation.

Tree removal shall consist of cutting, bucking, and topping trees, the removal of stumps below the surrounding ground line, and the removal of all portions or remnants of the tree and stump from highway right-of-way and abutting properties. Trees shall be completely removed, including stumps and all roots or as directed by the engineer.

All portions or remnants of the tree shall become the property of the Contractor and shall be removed from the right-of-way and abutting properties at the close of each working day. All stumps, which cannot be removed the same day as cutting, shall be cut flush with the ground prior to the end of work that day. All right-of-way removal sites shall be restored to preconstruction condition, satisfactory to the Engineer, if ground disturbance, such as ruts or sod damage, occurs during removal in areas not to be disturbed by grading operations.

Method of Measurement"

The quantity of trees for removal will be measured as the actual number of trees acceptably removed. The trunk diameter of the tree will be measured at a point 4' - 6" above the ground, and, in the case of multi-trunk trees, the diameter will be measured at the point immediately below the branching split or juncture regardless of the branching height above the ground. The diameter of the tree will be determined from the circumference of the tree as measured above.

Basis of Payment:

The quantity of trees designated for tree removal will be paid for at the Contract unit price per each tree by category, as follows:

6" to 15" Diameter Greater than 15" to 25" Diameter Greater than 25" to 37" Diameter Greater than 37" to 49" Diameter Greater than 49" Diameter

Trees with a diameter of 6" and under will be removed under Section 201. Price and payment will constitute full compensation for removal of designated trees; for restoration of ground disturbance in right-of-way removal sites; and for all labor, equipment, tools, and incidentals required to complete the work.

401506 - SPEED HUMP

Description:

This work consists of furnishing all materials, constructing bituminous concrete speed hump and installing delineators at the location(s) shown on the Plans and/or directed by the Engineer.

Materials:

The materials required for the construction of speed hump shall be bituminous concrete Type C and shall conform to the requirements of Section 401, and for permanent striping, requirements of Section 817 of the Standard Specifications shall govern.

The delineator blank shall be $6'' \ge 12''$ aluminum plate, alloy 6061 T651 or 5052 H32, 1/8'' (min) in thickness with $1 \frac{1}{2}''$ radius corners, punched with two (2) 1/2'' holes 2'' from top and bottom, treated with a chromate conversion coating meeting ASTM B449.

Reflector shall be covered on one side only with Type III High Intensity grade silver retroreflective sheeting or other approved material with greater reflectivity.

The breakaway delineator post shall be composed of square steel tubes conforming to the notes and details shown on the Plans.

Pavement striping shall be alkyd-thermoplastic or an approved permanent pavement marking tape.

Construction Method:

The speed hump shall be constructed in accordance with the applicable requirements of Section 401. While the plans depict the construction of Speed Humps in two passes, the Department has obtained satisfactory results in constructing the speed hump through template ramps, which allow the placement of bituminous concrete in one pass. However, regardless of the method used, it shall be the responsibility of the Contractor to produce satisfactory results in constructing the speed hump in accordance with the details shown on the Plan.

One of the important requirements of this Contract is that the Contractor shall rotomill only those roadway pavement as required by the Plans within one residential community, or nearby communities without over extending the milling operation in one working day and shall return the following day to construct the speed humps at those locations milled on the previous day.

Two (2) reflectors per post are to be mounted back to back 4' from the ground with two (2) M10x1.5 grade 2 plated steel hex head bolts with two way steel lock nuts. Nylon washers are also to be used between the bolt or nut and the reflector face.

Within 48 hours of installation the speed hump shall be striped as specified in the Plan notes and details. If the Contractor elects to use temporary striping prior to the permanent pavement striping such temporary striping will be considered incidental to this item.

Method of Measurement:

The quantity of speed hump will be measured as the actual number of linear feet of speed hump constructed and accepted, measured between the two curb lines of the road.

Basis of Payment:

The quantity of speed hump will be paid for at the Contract unit price per linear foot. Price and payment will constitute full compensation for furnishing and placing all materials, saw cutting, pavement milling, furnishing and installing delineators as shown on the plans or as directed by the Engineer, permanent striping (Thermoplastic or tape as required by the plan), for all labor, equipment, tools and incidentals necessary to complete the work.

401755 - RECYCLED ASPHALT PAVEMENT MILLINGS FOR ROADWAY EDGE

Description:

Furnish and place hot-mix millings along roadway edge at the location(s) shown on the Plans, and/or as directed by the Engineer.

Materials:

Provide recycled asphalt pavement millings uniformly graded having a maximum size of $1 \frac{1}{2}$ " in accordance with Section 1005, Type B.

Construction Methods:

- 1. Place recycled asphalt pavement millings along roadway edge to width(s) and depth(s) shown on Plans in a wedge shape sloped not steeper than 4:1 adjacent to the outermost edge of pavement and/ or as directed by Engineer.
- 2. Compact with a vibratory roller.
 - A. If soft soil conditions or excessive vibration in adjacent residential areas prohibit use, a static roller may be used as approved by the Engineer.
 - B. Fill any voids.
- 3. Sweep excess recycled asphalt pavement millings from travel way.

Method of Measurement:

The Engineer will measure the quantity of work acceptably completed. Recycled Asphalt Pavement Millings for Roadway Edge will be measured by tons installed and accepted.

Basis of Payment:

The quantity of Recycled Asphalt Pavement Millings for Roadway Edge will be paid for at the Contract unit price per ton. Price and payment constitutes full compensation for furnishing and placing recycled asphalt pavement millings, compaction, filling voids with millings, sweeping excess material from travel way and for all labor, tools and incidentals necessary to complete the work.

3/08/2018

801500 - MAINTENANCE OF TRAFFIC - ALL INCLUSIVE

Description:

This item shall consist of furnishing, installing, maintaining and/or relocating the necessary temporary traffic control devices used to maintain vehicular, bicycle and pedestrian traffic, including persons with disabilities in accordance with the Americans with Disabilities Act, as amended. All work shall be performed in a manner that will provide reasonably safe passage with the least practicable obstruction to all users, including vehicular, bicycle and pedestrian traffic.

All requirements of the Delaware Manual on Uniform Traffic Control Devices (MUTCD), Part 6, herein referred to as the Delaware MUTCD. (latest edition with all revisions made up to the date of Advertisement of this project) shall apply for all temporary traffic control devices. Any, and all, control, direction, management and maintenance of traffic shall be performed in accordance with the requirements of the Delaware MUTCD, notes on the Plans, this specification, and as directed by the Engineer.

The Contractor shall be aware that the Case Diagrams and safety measures outlined in the Delaware MUTCD are for common construction situations and modifications may be warranted based on the complexity of the job. The Contractor shall submit justification for modifications to the Temporary Traffic Control Plan (TTCP) to the Engineer for approval prior to implementation.

The Department reserves the right to impose additional restrictions, as needed, for the operational movement and safety of the traveling public. The Department reserves the right to suspend the Contractor's operations until compliance with the Engineer's directive for remedial action, based on but not limited to the following reasons:

- 1. The Contractor's operations are not in compliance with the Delaware MUTCD, the specifications or the Plans.
- 2. The Contractor's operations have been deemed unsafe by the Traffic Safety Engineer or District Safety Officer.

Materials and Construction Methods:

The Contractor shall submit a Temporary Traffic Control Plan (TTCP) or a Letter of Intent to use the Plan recommended Delaware MUTCD Case Diagram(s) at or prior to the pre-construction meeting. The Contractor shall submit the TTCP for all Contractor and subcontractor work to be performed on the project for the Department's approval before the start of work.

When specified by a note in the Plans, the Contractor shall be required to have an American Traffic Safety Services Association (ATSSA) certified Traffic Control Supervisor on the project. The authorized designee must be assigned adequate authority, by the Contractor, to ensure compliance with the requirements of the Delaware MUTCD and provide remedial action when deemed necessary by the Traffic Safety Engineer or the District Safety Officer. The ATSSA certified Traffic Control Supervisor's sole responsibility shall be the maintenance of traffic throughout the project. This responsibility shall include, but is not limited to, the installation, operations, maintenance and service of temporary traffic control devices. Also required is the daily maintenance of a log to record maintenance of traffic activities, i.e., number and location of temporary traffic control devices; and times of installation, changes and repairs to temporary traffic control devices. The ATTSA Traffic Control Supervisor shall serve as the liaison with the Engineer concerning the Contractor's maintenance of traffic. The name, contact number and certification for the designated Traffic Control Supervisor shall be incidental to this item.

Temporary traffic control devices shall be maintained in good condition in accordance with the brochure entitled "Quality Guidelines for Temporary Traffic Control Devices", published by the American Traffic Safety Services Association (ATSSA). Any temporary traffic control devices that do not meet the quality guidelines shall be removed and replaced with acceptable devices. Failure to comply will result in work stoppage with time charges continuing to be assessed.

Contract No. T201803101.01

Any existing signs that conflict with any temporary or permanent construction signs shall be covered as needed or as directed by the Engineer. The cost for temporarily covering conflicting signs shall be incidental to this item.

Access to all transit stops located within the project limits shall be maintained unless otherwise directed by the Plans or the Engineer. Maintaining access shall include maintaining an area for the transit vehicle and also an accessible path for pedestrians to safely access the transit stop.

The Contractor shall notify the Engineer, in writing, no less than fourteen (14) calendar days prior to the start of any detour(s) and road closures. The Engineer will notify the following entities:

- Local 911 Center
- Local School Districts
- Local Post Offices
- DelDOT's Transportation Management Center (TMC)
- Town Managers
- Local Police
- DelDOT's Public Relations
- Delaware Transit Corporation (DTC)

Immediately prior to the implementation of any lane or road closures, the Engineer shall notify the DelDOT TMC at (302) 659-4600. Notifications shall also be provided when the closures are lifted. The Engineer shall notify TMC and the District Safety Officer if any lane closures cannot be removed prior to the end of the allowable work hours.

The Contractor shall notify the local 911 center if access to a fire hydrant is temporarily restricted. The Contractor shall provide written confirmation to the Engineer that the local 911 center has been notified.

If a detour is required during any part or the entire period of this Contract, an approved detour plan shall be obtained from the Department's Traffic Safety Section. All signs, barricades and other temporary traffic control devices required as part of the approved detour plan shall be installed and maintained by the Contractor on the route that is closed and on the detour route. Road closures without an approved detour plan shall not be allowed. If a road is closed without an approved detour plan, the Contractor's operations shall be stopped immediately.

The Contractor shall provide and maintain ingress and egress for each property abutting the construction area and each property located between the diversion points of any detour and the actual construction site. Construction activities which may temporarily or otherwise interfere with property access shall be coordinated in advance with the affected property owners.

The Contractor shall conduct construction operations in a manner which will minimize delays to traffic, and shall meet the following requirements:

- 1. If work is being performed within 200 feet in any direction of an intersection that is controlled by a traffic signal, the flagger(s) shall direct the flow of traffic in concert with the traffic signals in construction areas to avoid queuing, unless active work prohibits such action. The flagger shall direct traffic to prevent traffic from queuing through an intersection (i.e., blocking an intersection). Only a Traffic Officer may direct traffic against the operation of a traffic signal and only until the operation occurring within the intersection is completed.
- 2. When a lane adjacent to an open lane is closed to travel, the temporary traffic control devices shall be set 2 feet into the closed lane from the edge of the open lane, unless an uncured patch exists or actual work is being performed closer to the open lane with minimum restriction to traffic.
- 3. Except for "buffer lanes" on high volume and/or high speed roadways, lanes shall not be closed unless construction activity requiring lane closure is taking place, or will take place within the next hour. Lanes shall be reopened immediately upon completion of the work. Moving operations will require the lane closures be shortened as the work progresses and as traffic conditions warrant to minimize the length of the closure. The Contractor shall conduct construction operations in a manner so as to minimize disruption to traffic during peak hours and periods of heavy flow. The Department reserves the right to stop or change the Contractor's operations, if in the opinion of the Engineer, such operations are unnecessary at that time or the operations are unnecessarily impeding traffic.

Contract No. T201803101.01

4. Work in the vicinity of traffic signals, shall be scheduled to minimize the time during which the signal is operated without detectors, and prior approval from the Engineer shall be required. TMC shall be notified in advance of cutting a loop detector, and be immediately notified once the loop detector has been reinstalled. The Contractor shall provide sufficient advance notice of the loop detector work with the Engineer to ensure the aforementioned requirements are met.

It is required that all temporary traffic control work and related items shall either be performed entirely by the Contractor's own organization, or totally subcontracted. Maintenance of equipment shall not be subject to this requirement. Any deficiencies related to temporary traffic control that are reported to the Contractor in writing shall be corrected within 24 hours or as directed by the Engineer. Failure to comply will result in non-payment for those devices that are found to be deficient for the duration of the deficiency. Serious deficiencies that are not corrected immediately shall result in suspension of work until items identified are brought back into compliance.

At the end of each day's work, the Contractor shall correct all pavement edge drop-offs in accordance with Table 6G-1 in the Delaware MUTCD. This corrective work shall be accomplished with Temporary Roadway Material (TRM) unless an alternate method is specified in the Plans. All ruts and potholes shall be filled with TRM as soon as possible but no later than the end of each work day. Placement and Payment of TRM shall be completed in accordance with Section 403 of the Standard Specifications. If temporary elimination of a drop-off hazard cannot be accomplished, then the area should be properly marked and protected with temporary traffic control devices such as temporary barricades, warning signs, flashing lights, etc. as required by Section 6G.21 of the Delaware MUTCD.

All open trench excavation accessible by vehicular traffic must be backfilled prior to the end of each working day. Steel plates shall not be used except in emergency situations and only with prior written approval from the Engineer unless otherwise directed by the Plans. The Contractor shall submit, at or prior to the preconstruction meeting, detailed drawings including but not limited to existing striping lengths, lane and shoulder widths, turn lane lengths, locations of stop bars, turn arrows, crosswalks and railroad crossings. The drawings shall depict the existing pavement markings for each project location. These drawings will be reviewed by the Department's Traffic Section to determine the need for modification(s) for compliance with the Delaware MUTCD. Temporary pavement markings, on the final pavement surface, shall match the Plan dimensions and layout or the approved drawings of the permanent markings in compliance with Section 3 of the Delaware MUTCD. All conflicting or errant striping shall be removed as directed by the Engineer in compliance with the specifications for Item 817031 - Removal of Pavement Striping.

At the end of each day's operation and before traffic is returned to unrestricted roadway use, temporary striping shall be utilized when the existing pavement is milled and hot mix will not be placed the same day or more than a single course of hot mix is to be placed or permanent roadway striping cannot be placed on the same day as the placement of the final course of hot mix. Placement of temporary striping shall receive prior approval from the Engineer and the contractor shall apply temporary pavement markings in accordance with the requirements of Section 817 of Delaware Standard specifications and the Delaware MUTCD. Payment for temporary pavement striping shall be made at the unit price bid for item 817 - Temporary Striping. Payment for final striping will be included in the applicable striping item.

The Contractor shall have temporary striping/delineating materials (such as raised markers, tape, and other approved materials) available at the job site for verification by the Department prior to starting the hotmix paving operation on roads to be immediately opened to traffic. These materials shall be used by the Contractor for temporary markings if he/she fails to apply temporary marking paint, etc., as required by the Delaware MUTCD. No paving operations on roads to be immediately opened to traffic will be allowed unless such verification has been made for the availability of the materials at the job site.

Travel lane and ramp closings on multilane highways and Interstates shall not be permitted during the following holiday periods:

- December 24 through December 27 (Christmas Day)
- December 31 through January 3 (New Years Day)
- Friday prior to Easter through Easter Sunday
- Thursday prior to Memorial Day through the Tuesday following Memorial Day
- Dover International Speedway Race Weekends (Thursday prior to the race event through the day after the race event)
- July 3 through July 5 (Independence Day)
- Thursday prior to Labor Day through the Tuesday following Labor Day
- Wednesday prior to Thanksgiving Day through the Monday following Thanksgiving Day

Additional time restrictions may apply as noted in the project plans or as directed by the Engineer. Any requests to waive any restrictions must be made in writing to the Engineer for review and approval. A copy of the request shall be provided to the District Safety Officer for review.

Certification:

Temporary traffic control devices used on all highways open to the public in this State shall conform to the Delaware MUTCD. All devices shall be crashworthy in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, the memorandum issued August 28, 1998 by The USDOT Federal Highway Administration, and/or in accordance with the latest edition of the Manual for Assessing Safety Hardware (MASH), published by the American Association of State Highway and Transportation Officials (AASHTO).

The Contractor shall submit certification for temporary traffic control devices or vendors used specifically on this project at or prior to the pre-construction meeting.

Certification of compliance with NCHRP report 350 and/or MASH is required for the following categories of temporary traffic control devices:

<u>Category I</u> contains small and lightweight channelizing and delineating control devices which includes cones, tubular markers, flexible delineator post and drums, all without any accessories or attachments.

<u>Category II</u> includes temporary traffic control devices that are not expected to produce significant vehicular velocity changes to impacting vehicles. These devices which shall weigh 100 pounds or less, include Type I, II and III barricades, portable sign supports with signs, and intrusion alarms. Also included are drums, cones, and vertical panels with accessories or attachments.

<u>Category III</u> includes temporary traffic control devices that are expected to cause significant vehicular velocity changes to impacting vehicles. These devices which weigh more than 100 pounds include temporary barrier, temporary impact attenuators, and truck-mounted attenuators.

<u>Category IV</u> includes portable or trailer-mounted devices such as arrow panels, variable message signs, temporary traffic signals and temporary area lighting.

For Category I devices, the manufacturer or Contractor may self-certify that the devices meet the NCHRP-350 and/or MASH criteria. The Contractor shall supply the Federal Highway Administration's NCHRP-350 and/or MASH acceptance letter for each type of device that falls under Category II and III devices.

Basis of Payment:

Payment will be made at the Lump Sum price for "Maintenance of Traffic", for which price and payment constitutes full compensation for all maintenance of traffic activities accepted by the Engineer, which shall include the cost of furnishing and relocating permanent and temporary traffic control signs, traffic cones or drums, submission of temporary traffic control plan(s), submission of existing pavement marking drawings, submission of all required certifications, labor, equipment and incidentals necessary to complete the item. Payment to furnish and maintain other temporary traffic control devices including but not limited to Portable P.C.C. Safety Barrier, Truck Mounted Attenuators, Portable Changeable Message Signs, Arrow Panels and Portable Light Assemblies will be made at the contract unit price for each item.

NOTE

If the Contractor does not complete the Contract work within the Contract <u>completion time</u> (including approved extension time), the Contractor shall be responsible for providing the necessary temporary traffic control devices that are required to complete any remaining work. The costs of such temporary traffic control shall be borne by the Contractor. No additional payment will be made to the Contractor to maintain traffic in accordance with the Delaware MUTCD, contract plans and specifications. Temporary traffic control items include, but not be limited to, warning lights, warning signs, barricades, plastic drums, P.C.C. safety barrier, flaggers, traffic officers, arrow panels, message boards, and portable impact attenuators.



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

JENNIFER COHAN SECRETARY

UTILITY STATEMENT February 1, 2018

STATE CONTRACT # T201803101 P6 # 18-03101 F.A.P. # N/A COMMUNITY TRANSPORTATION FUND NORTH I, 2018, OPEN END CANAL DISTRICT MAINTENANCE

Adjustments of at grade utility facilities such as manholes and valves may need to be adjusted as part of the contract. No additional utility involvement is anticipated.

The State Contractor shall coordinate any potential conflicts with utility companies and provide adequate notice as determined by the utility company prior to performing work. Any utility conflicts that are not readily discernable shall be coordinated by the State Contractor once the conflict is recognized. The time to complete any relocations/adjustments found to be necessary during construction of the highway project will depend on the nature of the work.

Any adjustments and/or relocations of municipally owned sewer or water facilities shall be performed by the State's Contractor in accordance with the respective agency's standard specifications as directed by the District Engineer. The State contractor shall coordinate any potential conflicts of municipally owned sewer or water facilities with facility owners and provide adequate notice to the municipally and to the District Engineer prior to performing work.

Should any conflicts be encountered as a result of the contractor's means and methods during construction requiring adjustment, outages and/or relocation, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as directed by the District Engineer. The State Contractor shall coordinate any potential conflicts with utility companies and provide adequate notice as determined by the utility company prior to performing work. Any utility conflicts that are not readily discernable shall be coordinated by the State Contractor once the conflict is recognized. The time to complete any relocations/adjustments found to be necessary during construction of the highway project will depend on the nature of the work.



Utility Statement State Contract # T201803101 February 1, 2018 Page 2 of 4

Once the State's Contractor has given the Utility the advance notice required above, it is the responsibility of the State's Contractor to have the work area prepared and accessible for the Utility to perform the tasks listed above. If the site conditions are not ready after the State's Contractor has given notice to the utility on when the work is to be accomplished, the State's Contractor shall be responsible for any extra cost incurred by the utility company and the State Contractor shall also be responsible for any time delays. Between when the required notice is given to the Utility and when the work is performed and completed, the coordination and scheduling of the Utility is the sole responsibility of the State's Contractor. All costs related to the coordination and scheduling of the utilities is incidental to the contract.

1

General Notes

- 1. The Contractor's attention is directed to Section 105.09 <u>Utilities</u>, Delaware Standard Specifications, August 2001. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access and operating purposes for his equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.
- 2. The information shown in the Contract Documents, including the Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities, their locations, and construction timing has been compiled by the preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State's Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in Section 105.09 of the Standard Specifications.
- 3. It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time unless the delay is caused by the Contractor's delay in having the site conditions ready for the utility relocation work after the Contractor has provided the advance notice that the site conditions would be ready for the utility relocation work. The contractor's means and method of construction are not taken into account when known utility conflicts are identified. If the Contractor's means and method of construction create a utility conflict the Utility Statement will prevail in discussions with the utility and the Contractor. The State's Contractor shall be responsible for any costs associated with any temporary outages; holding, bracing and shielding of utility facilities; temporary relocations; or permanent relocations that are not specifically identified in this utility statement or shown in the contract plan set.

Utility Statement State Contract # T201803101 February 1, 2018 Page 3 of 4

4. Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the Contractor is directed to contact the following Utility Company representatives with any questions regarding this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations. The Utility Companies do <u>not</u> work on weekends, nights or legal holidays.

| NAME | COMPANY | PHONE | EMAIL |
|----------------------|--------------------------|--------------|-------------------------------|
| Mr. Carmen Hunter | Artesian Water Co. | 302-453-7153 | chunter@artesianwater.com |
| Mr. Jay Everly | AT&T (c/o TREC Group) | 610-328-6465 | jay@trecgroup.com |
| Mr. Wes Page | Atlantic Broadband | 410-490-5617 | wpage@atlanticbb.com |
| Mr. Keith Allridge | Comcast Cable | 717-776-1073 | keith@americomm-llc.com |
| | (c/o Americomm) | | |
| Mr. Angel Collazo | DPL-Dist | 302-454-4370 | angel.collazo@delmarva.com |
| Mr. Chris Whalen | DPL-Trans (c/o PDS) | 302-727-4019 | cwhalen@powerdsllc.com |
| Mr. Kristin Stanfill | DPL-Gas | 302-429-3364 | kristin.stanfill@delmarva.com |
| Mr. David Clark | NCC-Sewer | 302-395-5705 | dcclark@nccde.org |
| Ms. Deborah Butler | Suez | 302-252-3103 | Deborah.Butler@suez-na.com |
| Mr. George Zang | Verizon | 302-422-1238 | george.w.zang@verizon.com |

- 5. As outlined in Chapter 3 of the DelDOT Utilities Manual, individual utility companies are responsible for obtaining all required permits from municipal, State and federal government agencies and railroads. This includes but is not limited to water quality permits/DNREC Water Quality Certification, DNREC Subaqueous Lands/Wetlands permits, DNREC Coastal Zone Consistency Certification, County Floodplain permits (New Castle County only), U.S. Coast Guard permits, US Army Corps 404 permits, sediment and erosion permits, and railroad crossing permits.
- 6. Individual utility companies are required to restore any areas disturbed in conjunction with their relocation work. If an area is disturbed by a utility company and is not properly restored, the Department may have the State's Contractor perform the necessary restoration. Any additional costs incurred as a result will be forwarded to the utility company.
- 7. 16 Del. C. § 7405B requires notification to and mutually agreeable measures from the public utility operating the electric line for any person intending to carry on any function, activity, work or operation within dangerous proximity of any high voltage overhead electric lines. All contractors/other utilities must also maintain a minimum distance of 10'-0" from all energized lines. Additional clearance may be required from high voltage transmission lines.
- 8. Any existing facilities that are comprised of hazardous materials will be removed by the Utility Company unless otherwise outlined in the contract documents or language above. Any existing facilities containing hazardous materials will be purged by the Utility Company unless otherwise outlined in the contract documents or language above.

Utility Statement State Contract # T201803101 February 1, 2018 Page 4 of 4

DIVISION OF TRANSPORTATION SOLUTIONS

ner 1 min

Utilities Section, DelDOT eric.cimo@state.de.us

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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T201803101

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

COMMUNITY TRANSPORATION FUND, NORTH I, 2018

NEW CASTLE COUNTY

Certificate of Right-of-Way Status – 100%

Level 1

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

All project construction or work shall be performed within existing rights of way and permanent easements; and,

All necessary real property interests, including control of access rights when pertinent, were acquired as part of previous highway projects, and include legal and physical possession; and,

This project does not cause any persons to be displaced as defined in 49 CFR, Part 24; and,

The State has the right to remove, salvage, or demolish any improvements or personal property that may be located within project limits.

RIGHT OF WAY SECTION Robert Cunningham

Chief, Right of Way

February 13, 2018



STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION 800 Bay Road P.O. Box 778 Dover, Delaware 19903

JENNIFER COHAN SECRETARY

March 9, 2018

ENVIRONMENTAL REQUIREMENTS

FOR State Contract No. T201803101 Federal Aid No.: N/A

Contract Title: Community Transportation Fund, North I, 2018

Due to the nature of the proposed construction activities, permits are not required for this project. However, the following construction requirements <u>and</u> 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 <u>immediately</u>.
- 3. The disposal of trees, brush, and other debris in any stream corridor, wetland, surface water, or drainage area is <u>prohibited</u>.
- 4. DelDOT Environmental Studies Section (302) 760-2264 must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval.





STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

800 BAY ROAD P.O. Box 778

DOVER, DELAWARE 19903

| NIFER CO | | RAILROAD STAT | <u>rement</u> |
|--------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| State | Contract No.: T201803101 | | |
| Feder | ral Aid No.: | | |
| Proje | ct Title: Community Transportat | tion Fund, North I, 2018 | Open End |
| The f | ollowing railroad companies r | naintain facilities with | in the contract limits: |
| | 🔲 Amtrak | | Maryland & Delaware |
| | CSX | | Norfolk Southern |
| | Delaware Coast Line | | Wilmington & Western |
| | 🔲 East Penn | \checkmark | None |
| | Delmarva Central | | |
| DOT II | nventory No.: | No. Trains/Day: | Passenger Trains (Y / N): |
| | | · <u> </u> | · |
| In acc | | rein is the railroad sta | tement of coordination (check one) |
| \checkmark | No Railroad involvement. | | |
| | follow requirements stated | in the DelDOT Mainte tor shall coordinate ra | ging required. The contractor shall mance of Railroad Traffic Item in the ilroad flagging with DelDOT's Railroa |
| | Contractor cannot begin wo Railroad related work to be proper coordination with ph | ork untill the Agreeme undertaken and comp nysical construction sc | road Agreement is pending. The nt is complete and fully executed. pleted as required for hedules. The Contractor shall mance of Railroad Traffic Item in the |

Railroad Program Manager at (302) 760-2183.

Approved As To Form:

Robert A. Perrine DelDOT Railroad Program Manager

12Feb18 DATE

bid proposal forms contract <u>T201803101.01</u>

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 T201803101.01

- Name of Contractor

CONTRACT ID: T201803101.01

PROJECT(S): T201803101

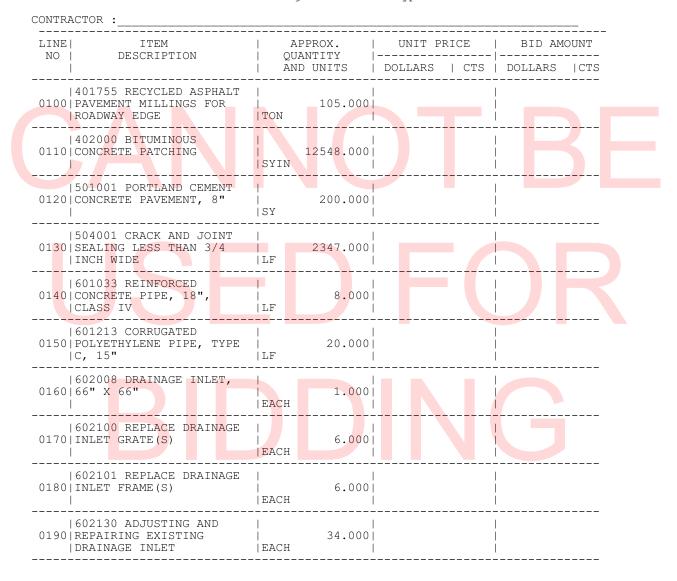
All figures must be typewritten.

CONTRACTOR :_ _____ LINE| ITEM NO | DESCRIPTION _____ _____ SECTION 0001 Category 0001 201000 CLEARING AND | LUMP | 0010 GRUBBING LUMP 211001 REMOVAL OF 0020 | PORTLAND CEMENT CONCRETE | 1781.000 | PAVEMENT, CURB AND | SY SIDEWALK _____ |211503 TREE REMOVAL, | 0030|GREATER THAN 37" TO 49" | 1.000| |DIAMETER |EACH | _____ _____ 60.000 |301001 GRADED AGGREGATE | 00<mark>40|BASE COURSE, TYPE B</mark> CY _____ |301002 GRADED AGGREGATE | 463.000 0050|BASE COURSE, TYPE B, |CY |PATCHING _____ |401005 SUPERPAVE TYPE C, | 0060|PG 64-22 (CARBONATE | |STONE) | TON | -----_____ |401029 SUPERPAVE TYPE C, | 0070|PG 64-22, PATCHING 631.000 | TON _____ |401030 SUPERPAVE TYPE B, | | 96.000| |TON 0080|PG 64-22, PATCHING _____ _____ |401506 SPEED HUMP | | 243.000| |LF 00901

CONTRACT ID: T201803101.01

PROJECT(S): T201803101

All figures must be typewritten.



CONTRACT ID: T201803101.01

PROJECT(S): T201803101

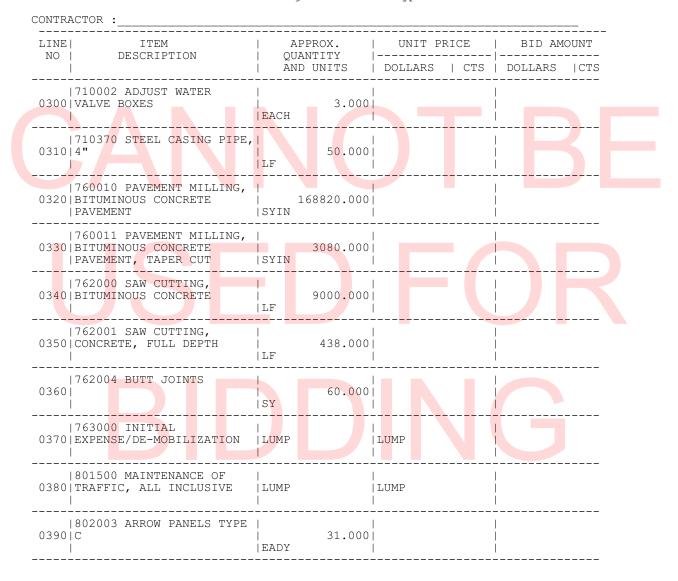
All figures must be typewritten.

| LINE ITEM NO DESCRIPTION | | APPROX. | | UNIT PRICE | | BID AMOUNT | |
|--------------------------------|----------------------------------------------------------------------------|-------------------|-------------------|------------|--|------------|-----|
| NO | DESCRIPTION | I QU | ND UNITS | | | | CTS |
| 200 | 602131 ADJUSTING AND REPAIRING EXISTING DOUBLE DRAINAGE INLET | EACH | 4.000 | | | | |
| 0210 | 602132 ADJUSTING AND REPAIRING EXISTING MANHOLE | EACH | 65.000 | | | | 5 |
| | 701014 PORTLAND CEMENT CONCRETE CURB, TYPE 2 | LF | 40.000 | | | | |
|)2 <mark>30</mark> | 701018 INTEGRAL PORTLAND CEMENT CONCRETE CURB AND GUTTER, TYPE 1-8 | i i | 390.000 | | | | |
|)2 <mark>40</mark> | 701019 INTEGRAL PORTLAND CEMENT CONCRETE CURB AND GUTTER, TYPE 2 | i | 4650.000 | | | | |
|)250 | 705001 PORTLAND CEMENT CONCRETE SIDEWALK, 4" | SF | 1351.000 | | | | |
| | 705002 PORTLAND CEMENT CONCRETE SIDEWALK, 6" | SF | 2702.000 | | | | |
| 0270 | 705007 SIDEWALK SURFACE DETECTABLE WARNING SYSTEM | SF | 1120.000 | | | 9 | |
| 280 | 705008 CURB RAMP, TYPE 1 | | 2400.000 | | | | |
| | 1705009 CURB RAMP, TYPE 2, 13, AND/OR 4 | SF | 20800.000 | | | | |

CONTRACT ID: T201803101.01

PROJECT(S): T201803101

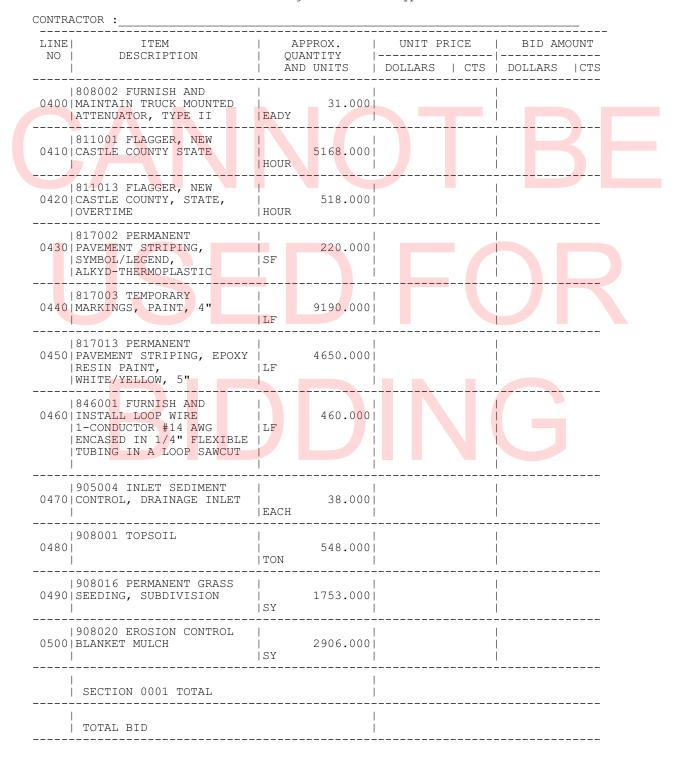
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CONTRACT ID: T201803101.01

PROJECT(S): T201803101

All figures must be typewritten.





AFFIDAVIT

OF

EMPLOYEE DRUG TESTING PROGRAM

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

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

| Contractor Name: | DF | |
|---------------------------------------------------------------------------------------------------|-----------------|----|
| Authorized Representative (typed or printed): Authorized Representative (signature): Title: | | VG |
| Sworn to and Subscribed before me this | day of | 20 |
| My Commission expires | . NOTARY PUBLIC | |

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

(This form is required from the prime contractor only)

CA 03/2018

CERTIFICATION

Contract No. T201803101.01

The undersigned bidder, _____

whose address is _____

and telephone number is ______ hereby certifies the following:

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

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

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

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

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

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

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

| No. | Date |
|-----|------|-----|------|-----|------|-----|------|-----|------|
|-----|------|-----|------|-----|------|-----|------|-----|------|

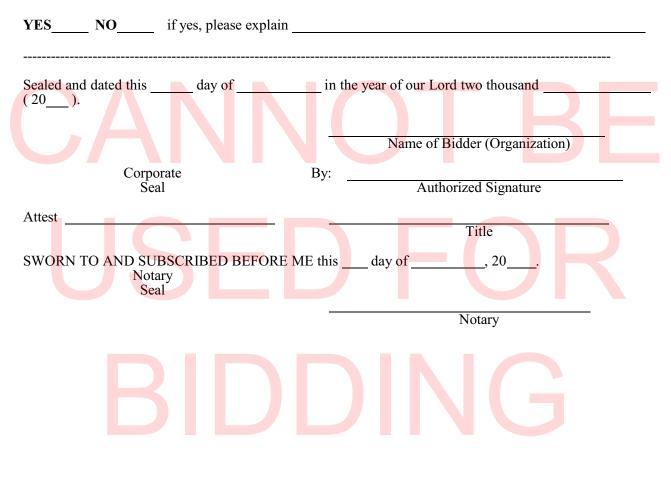
BIDDERS MUST ACKNOWLEDGE RECEIPT OF <u>ALL</u> ADDENDA

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE:

Contract No. T201803101.01

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?



BID BOND

TO ACCOMPANY PROPOSAL (Not necessary if security is used)

| KNOW A | ALL] | MEN | BY | THESE | PRESENTS | That: |
|--------|-------|-----|----|-------|----------|-------|
| | | | | | | |

| of | in the County of | of and State of | | | | |
|---------------------------|--------------------------------------|-------------------------|---------------------|-------------------|--|--|
| as Principal , and | | of | | in the County of | | |
| | and State of | as Surety , lega | lly authorized to d | o business in the | | |
| State of Delaware ("St | tate"), are held and firmly bound | d unto the State in | n the sum of | | | |
| | Dollars (\$ |), or | percent not to ex | cceed | | |
| | | Dollars (\$ | | amount of bid on | | |
| | <u>3101.01</u> , to be paid to the S | | | s Department of | | |

Contract No. <u>1201803101.01</u>, 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 | s | eal and dated the | his | day of | in the year of our Lord |
|-------------|---------------------------------|-------------------|---------|-------------|-------------------------|
| | d D DELIVEREI presence of | | D | Name of Bio | lder (Organization) |
| | Corporate Seal | | By: | Author | ized Signature |
| Attest | | | | | Title |
| Witness: | | | By: | Narr | ne of Surety |
| | | | | | Title |