

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 T201806401.01

Warm Mix and PCC Patching, Open End, Canal District, FY 19-21

New Castle County

ADVERTISEMENT DATE: October 8, 2018

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 prior to 2:00 P.M. local time November 8, 2018

Contract No.T201806401.01

Warm Mix and PCC Patching, Open End, Canal District, FY 19-21
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 the repairing of deteriorated pavement in the Canal District and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete within 1,095 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about January 1, 2019.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DelDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DelDOT at dot-ask@state.de.us, or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time November 8, 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 T201806401.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. THE BID PROPOSAL incorporates a cd containing **Expedite, version 5.9a** and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Expedite file. The Expedite bid file must be printed and submitted in paper form along with the cd and other required documents prior to the Bid due date and time.
4. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
5. DRUG TESTING - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). Refer to the full requirements by following the below link: <http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.htm> **Regulation was revised for projects advertised beginning 01/01/18.** Please review the revised regulation for details. Note a few of the requirements;
 - * At bid submission - Each Contractor must submit with the bid *a single signed affidavit certifying that the Contractor and Subcontractor(s) has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation;*
 - * At least Two business days prior to contract execution - The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor, and any other listed Subcontractors;
 - * ~~Testing Report Forms shall be submitted to DelDOT monthly. No longer required.~~
 - * Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DelDOT** has approved the subcontractor in writing;
 - * Penalties for non-compliance are specified in the regulation.
6. NO RETAINAGE will be withheld on this contract.
7. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT's Website [here](#), or you may request a copy by calling (302) 760-2555.

8. REMINDER; A copy of your firm's Delaware Business License must be submitted with your bid.
9. AUGUST 2016 STANDARD SPECIFICATIONS apply to this contract. The Contractor shall make himself aware of any revisions and corrections (Supplemental Specifications, if any) and apply them to the applicable item(s) of this contract. The 2016 Standard Specifications can be [viewed here](#).
- 9a. FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING:
Section 501.03, 503.03, 505.03, 610.03, 701.03 and 702.03 of the 2016 Standard Specifications require contractor's to provide an American Concrete Institute (ACI) or National Ready Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishing of flatwork concrete. Concrete flatwork certification will be effective starting on June 1, 2018.
10. 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.

**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 shall be provided to the agency within 10 days of being contracted or hired.

DIFFERING SITE CONDITIONS,

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

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

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

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

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

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

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

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

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

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

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

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

RIGHT TO AUDIT

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

PREVAILING WAGES

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

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

(c) Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

Bidders are specifically directed to note the Department of Labor's prevailing wage regulations implementing §6960 relating to the effective date of the wage rates, at Section 6.3, which in relevant part states:

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

Contractor may contact:

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

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

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

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2018

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

CERTIFIED: 10/01/2018

BY: [Signature]

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE 302-761-8200

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

PROJECT: T201806401.01 Warm Mix and PCC Patching open end , New Castle County

SPECIAL PROVISIONS

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

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

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

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

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

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

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

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

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

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

NOTE:

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

5/05/15

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 ½” 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

503503 - PATCHING CONCRETE

Description:

This item consists of furnishing and placing Portland Cement Concrete, conforming to the requirements of Section 503 of the Standard Specifications and/or as modified herein under this Contract. After removal of the existing P.C.C. pavement, if the base material is unsuitable or washed out, the unsuitable material shall be excavated and the void replaced with the same concrete used in the patch area. This additional depth shall not exceed 6" from the bottom of the existing P.C.C. Pavement. Excessive moisture remaining after excavation, shall require construction of a pipe underdrain system, when directed by the Engineer and as shown on the Plans. All excavation below the bottom of existing pavement shall be paid for under the item "Undercut Excavation, Patching".

This item may also be used in areas of composite pavements (hot-mix over concrete) if the Contractor elects to pour concrete patch flush with existing hot-mix pavement to eliminate grade differential. This additional depth shall be as directed by the Engineer, but shall not exceed 6" in depth.

Method of Measurement:

The quantity of concrete patching will be measured as the actual number of square yards per inch of thickness of additional thickness either above or below the existing concrete pavement. The area measured shall be the square yards on the surface of the base course and the depth measured in inches from either top or bottom of the original P.C.C. pavement as determined from the adjacent pavement. The depth shall be as directed by the Engineer, but shall not exceed 6" in measurement or payment.

Basis of Payment:

The quantity of concrete patching will be paid for at the Contract fixed price of \$5.65 per square yard per inch of thickness. Price and payment will constitute full compensation for furnishing and placing additional depth of concrete as described above, for all labor, tools, equipment, and incidentals to complete the item.

NOTE

Also, under the items 503001 - Patching P.C.C. Pavement, 6' to 15', Type A and 503002 - Patching P.C.C. Pavement, Greater than 15' to 100', Type B, the Contractor shall be paid for the additional thickness of concrete actually poured in the field above the thickness specified on the P.C.C. Patching Plans at a fixed rate of \$5.65 per square yard per inch of thickness.

4/07/17

763510 - PERFORMANCE AND PAYMENT BOND

Description:

Performance and Payment Bond shall be paid to compensate the cost of bonding the Contract in accordance with Subsection 103.05 of the Standard Specification.

Method of Measurement:

The Contractor shall be paid the total cost of bond necessary for the contract once the Contract is executed.

Basis of Payment:

The payment for the item shall be made for at the Contract unit price per Lump Sum bid for "Performance and Payment Bond", which price and payment shall be full compensation. The payment for the Performance and Payment Bond will be included on the first estimate following the Contractor's submission of acceptable verification of actual cost.

7/13/2018

- 763544 - ROAD LOCATION MOBILIZATION, ZONE 1
- 763545 - ROAD LOCATION MOBILIZATION, ZONE 2
- 763546 - ROAD LOCATION MOBILIZATION, ZONE 3
- 763547 - ROAD LOCATION MOBILIZATION, ZONE 4
- 763548 - ROAD LOCATION MOBILIZATION, ZONE 5
- 763549 - ROAD LOCATION MOBILIZATION, ZONE 6
- 763550 - ROAD LOCATION MOBILIZATION, ZONE 7
- 763551 - ROAD LOCATION MOBILIZATION, ZONE 8
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- 763557 - ROAD LOCATION MOBILIZATION, ZONE 14
- 763558 - ROAD LOCATION MOBILIZATION, ZONE 15
- 763559 - ROAD LOCATION MOBILIZATION, ZONE 16
- 763560 - ROAD LOCATION MOBILIZATION, ZONE 17
- 763561 - ROAD LOCATION MOBILIZATION, ZONE 18
- 763562 - ROAD LOCATION MOBILIZATION, ZONE 19

Description:

This Pay Item consists of compensating the Contractor for each re-mobilization of all equipment and accessories between work locations.

This Pay Item for Road Location Mobilization is only payable for work related to patching and associated material removal operations. Mobilization for all other work shall be incidental to their respective pay items.

Method of Measurement:

"One mobilization fee shall be paid for each move into a mobilization zone, which shall cover all locations within that mobilization zone, and all work orders issued within that zone. A separate mobilization fee **will not** be paid for each individual location. No mobilization fee will be paid if a new work order is issued while work on a previous work order is ongoing in that zone. A separate mobilization fee will only be paid if the Contractor is directed by the Department to move from the mobilization zone in which he is presently working, or inclement weather causes a substantial delay in work. A substantial delay due to inclement weather shall be defined as fourteen or more calendar days. Payment of any mobilization fees shall be agreed upon between the Contractor and the Department, in writing, prior to commencement of work.

Basis of Payment:

The number of Road Location Mobilizations shall be paid at the Contract unit price per each. Price and payment shall constitute full compensation for all material, labor, equipment, tools and incidentals required to complete the work.

5/10/17

BID PROPOSAL FORMS

CONTRACT T201806401.01

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

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

Identify the following on the outside of the sealed envelope:

- Contract Number T201806401.01
- Name of Contractor

CONTRACT ID: T201806401.01

PROJECT(S): T201806401

All figures must be typewritten.

CONTRACTOR :

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

SECTION 0001 CATEGORY 0001

0010	202004 UNDERCUT EXCAVATION, PATCHING	140.000 CY				
0020	211001 REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, CURB AND SIDEWALK	490.000 SY				
0030	301003 GRADED AGGREGATE BASE COURSE, TYPE B	210.000 TON				
0040	401031 SUPERPAVE TYPE BCBC, PG 64-22, PATCHING	15000.000 TON				
0050	401036 SUPERPAVE TYPE C, PG 64-22, WEDGE	350.000 TON				
0060	401037 SUPERPAVE TYPE B, PG 64-22, WEDGE	350.000 TON				
0070	401044 SUPERPAVE TYPE C, PG 64-22 (NON-CARBONATE STONE)	12000.000 TON				
0080	401045 SUPERPAVE TYPE C, PG 70-22 (NON-CARBONATE STONE)	6000.000 TON				
0090	401755 RECYCLED ASPHALT PAVEMENT MILLINGS FOR ROADWAY EDGE	140.000 TON				

CONTRACT ID: T201806401.01

PROJECT(S): T201806401

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	402000 BITUMINOUS CONCRETE PATCHING	600000.000 SYIN				
0110	403000 BITUMINOUS CONCRETE AND/OR COLD-LAID BITUMINOUS (TRM) CONCRETE	30.000 TON				
0120	503001 PATCHING PORTLAND CEMENT CONCRETE PAVEMENT, 6' TO 15', TYPE A	1000.000 SY				
0130	503002 PATCHING PORTLAND CEMENT CONCRET PAVEMENT, 15' TO 100', TYPE B	500.000 SY				
0140	503006 DOWEL BARS	1400.000 EACH				
0150	503503 PATCHING CONCRETE	350.000 SYIN				
0160	504001 CRACK AND JOINT SEALING LESS THAN 3/4 INCH WIDE	15750.000 LF				
0170	504002 CRACK AND JOINT SEALING, 3/4 INCH TO 1 3/4 INCH WIDE	4550.000 LF				
0180	505000 PORTLAND CEMENT CONCRETE PATCHING, PARTIAL DEPTH	210.000 SYIN				
0190	602130 ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET	20.000 EACH				

CONTRACT ID: T201806401.01 PROJECT(S): T201806401

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	602132 ADJUSTING AND REPAIRING EXISTING MANHOLE	10.000 EACH				
0210	701019 INTEGRAL PORTLAND CEMENT CONCRETE CURB AND GUTTER, TYPE 2	700.000 LF				
0220	710002 ADJUST WATER VALVE BOXES	14.000 EACH				
0230	760010 PAVEMENT MILLING, BITUMINOUS CONCRETE PAVEMENT	59000.000 SYIN				
0240	762000 SAW CUTTING, BITUMINOUS CONCRETE	12250.000 LF				
0250	762001 SAW CUTTING, CONCRETE, FULL DEPTH	3500.000 LF				
0260	762004 BUTT JOINTS	350.000 SY				
0270	763000 INITIAL EXPENSE/DE-MOBILIZATION	LUMP		LUMP		
0280	763510 PERFORMANCE AND PAYMENT BOND	LUMP		LUMP		
0290	763546 ROAD LOCATION MOBILIZATION, ZONE 3	14.000 EACH				

CONTRACT ID: T201806401.01

PROJECT(S): T201806401

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	763549 ROAD LOCATION MOBILIZATION, ZONE 6	14.000 EACH				
0310	763550 ROAD LOCATION MOBILIZATION, ZONE 7	14.000 EACH				
0320	763551 ROAD LOCATION MOBILIZATION, ZONE 8	14.000 EACH				
0330	763552 ROAD LOCATION MOBILIZATION, ZONE 9	14.000 EACH				
0340	802003 ARROW PANELS TYPE C	90.000 EADY				
0350	803001 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	490.000 EADY				
0360	804001 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY (FLOOD LIGHTS)	88.000 EADY				
0370	805001 PLASTIC DRUMS	10500.000 EADY				
0380	806001 TRAFFIC OFFICERS	350.000 HOUR	75.00000		26250.00	
0390	808001 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE I	40.000 EADY				

CONTRACT ID: T201806401.01

PROJECT(S): T201806401

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	808002 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	70.000 EADY				
0410	810001 TEMPORARY WARNING SIGNS AND PLAQUES	1540.000 EADY				
0420	811001 FLAGGER, NEW CASTLE COUNTY STATE	1500.000 HOUR				
0430	811013 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	150.000 HOUR				
0440	813001 TEMPORARY BARRICADES, TYPE III	350.000 LFDY				
0450	817001 PAINTING OF WHITE OR YELLOW, SYMBOL/LEGEND	420.000 SF				
0460	817002 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND, ALKYD-THERMOPLASTIC	1400.000 SF				
0470	817003 TEMPORARY MARKINGS, PAINT, 4"	140000.000 LF				
0480	817012 RETROREFLECTIVE PREFORMED PATTERNED MARKINGS, SYMBOL/LEGEND	40.000 SF				
0490	817013 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	175000.000 LF				

CONTRACT ID: T201806401.01

PROJECT(S): T201806401

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	817014 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 10"	2940.000 LF				
0510	817026 PAINTING OF WHITE OR YELLOW, 5" LINE	8400.000 LF				
0520	817027 RAISED/RECESSED PAVEMENT MARKER	280.000 EACH				
0530	846001 FURNISH AND INSTALL LOOP WIRE 1-CONDUCTOR #14 AWG ENCASED IN 1/4" FLEXIBLE TUBING IN A LOOP SAWCUT	350.000 LF				
0540	905004 INLET SEDIMENT CONTROL, DRAINAGE INLET	20.000 EACH				
0550	908003 TOPSOIL, 4" DEPTH	700.000 SY				
0560	908014 PERMANENT GRASS SEEDING, DRY GROUND	700.000 SY				
	SECTION 0001 TOTAL					
	TOTAL BID					



**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor Name: _____

Contractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20__.

My Commission expires _____. NOTARY PUBLIC _____.

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

(This form is required from the prime contractor only)

CERTIFICATION
Contract No. T201806401.01

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

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

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

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

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

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

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

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

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

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: _____



AFFIRMATION:

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

YES _____ NO _____ if yes, please explain _____

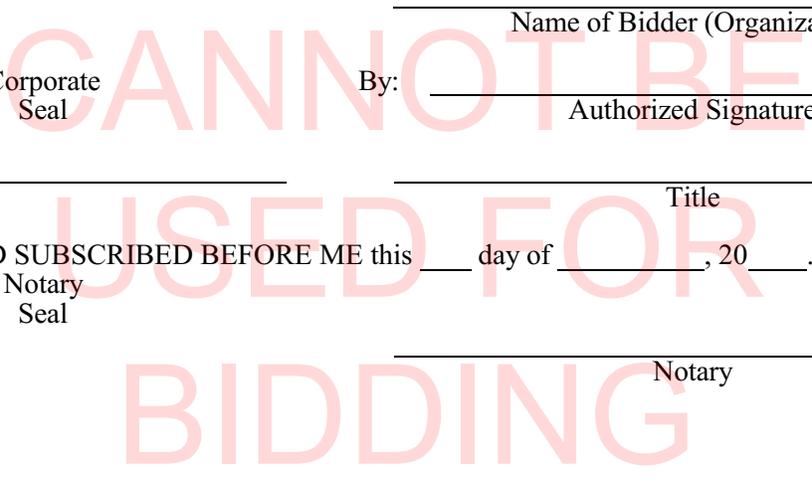
Sealed and dated this _____ day of _____ in the year of our Lord two thousand _____ (20____).

Name of Bidder (Organization)
Corporate Seal By: _____
Authorized Signature

Attest _____
Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____.
Notary Seal

Notary



BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____

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

_____ Dollars (\$ _____) of amount of bid on
Contract No. T201806401.01, to be paid to the **State** for the use and benefit of its Department of
Transportation ("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and
each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole
firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

Name of **Surety**

Witness: _____

By: _____

Title