

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 T201808303.01

Maintenance of Traffic Services, Statewide, Open End, FY19 - FY21

STATEWIDE

ADVERTISEMENT DATE: June 25, 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 July 24, 2018

Contract No.T201808303.01

Maintenance of Traffic Services, Statewide, Open End, FY19 - FY21
Statewide

GENERAL DESCRIPTION

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for this contract. This project involves providing statewide Maintenance of Traffic Services for various projects and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer. These services require an ATSSA Certified Traffic Control Supervisor assigned for each Task and location under this project

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 September 20, 2018.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DelDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DelDOT at dot-ask@state.de.us, or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time July 24, 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 T201808303.01 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. **Contract Term:** All work on this contract will be on an on-call, as-needed basis from the date of contract execution for three (3) years and up to two (2), one-year extensions may be granted.
 11. The contract may be extended upon signed agreement between both parties for up to two (2), one-year extensions. If it is determined that a contract extension is agreed upon, unit prices for all pay items during the extension are subject to negotiation.
 12. The Delaware Department of Transportation reserves the right to reject any or all bids in whole or in part, to make **multiple awards**, partial awards, award by option, item by item, by county or lump sum total, whichever may be most advantageous to the State of Delaware.
 13. The contractor is required to have an American Traffic Safety Services Association (ATSSA) certified Traffic Control Supervisor on this project. **Please provide a copy of the ATSSA certifications to the Department with the bid package.** The responsibilities of the ATSSA certified Supervisor shall be for each Task and the duration of the Open End Contract. Additionally, certifications must be presented each time work is assigned.
 14. Delaware Manual on Uniform Traffic Control Devices (MUTCD) requirements are referenced throughout this agreement and can be found at the following link: https://deldot.gov/Publications/manuals/de_muted/index.shtml
 15. No utility relocation involvement is anticipated. Should any conflicts be encountered during construction requiring adjustment and/or relocation of the agencies' existing facilities, the necessary relocation work shall be accomplished by the respective agencies' forces, as directed by the District Engineer. Any adjustments and/or relocations of municipally owned facilities shall be done by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer.
 16. No environmental permits are required for this work provided no jurisdictional wetlands or waters are impacted. If there is any question as to whether or not a water or wetland is jurisdictional, contact the DelDOT Environmental Section at 302-760-2264.
 17. It is anticipated that all work will occur within DelDOT's existing right of way or easement areas. Should the need occur to trespass onto private property; it will be the responsibility of the Project manager to secure such trespass needs.

18. 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.
19. The project manager shall be responsible for coordinating with the Traffic Section relating to any impacts to Traffic Section facilities (including but not limited to traffic loops, junction wells etc.) at least 4 weeks in advance of the start of the activity. Prior to initiating any work on this contract (or sites), the Project Manager shall be responsible for preparing and submitting for approval of the Safety Section, a Maintenance of Traffic Plan. Sufficient time shall be provided for the review and approval of the plan. The Maintenance of Traffic Plan shall include proposed time restrictions on the closure of travel lanes subject to the approval of the Safety Section.
20. The Project Manager is responsible for ensuring any required documents and analysis as part of the adopted Work Zone Safety and Mobility Procedures and Guidelines has been completed prior to any work starting on this contract.
21. **Bid-Bond:** Each bidder shall furnish a bond to the State of Delaware for the benefit of the Delaware Department of Transportation in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to the Delaware Department of Transportation in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond. Bidders should be aware this check will be deposited, and refunded upon non- award, or submittal of the Performance Bond by the awarded bidder.
22. **Performance-Bond:** Contractors awarded contracts are required to furnish a yearly Performance and Payment Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Delaware Department of Transportation with surety in the amount of 100% of the bid price. Performance Bonds must be issued prior to any work commencing for each year. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.
23. Whenever possible, the Department will strive to provide two (2) week prior notice for arrangements prior to assigning tasks.
24. When using this for MOT only, there are no Prevailing Wage Rates. Prevailing Wage Rates may apply in concert with construction projects that exceed thresholds.
25. **MANDATORY INSURANCE REQUIREMENTS:** Certificate of Insurance is required for the following:

As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Commercial General Liability and all other coverages listed below.

- Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
- Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
- Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

Forty-five (45) days written notice of cancellation or material change of any policies shall be required. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State.

The certificate holder is as follows:

DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DELAWARE 19901
Contract No. T201808303.01

Note: The State of Delaware shall not be named as an additional insured.

**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).

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

- 801502 – TEMPORARY TRAFFIC CONTROL - TWO LANE, TWO-WAY WITH SHOULDER CLOSURE (TA-3)**
- 801503 – TEMPORARY TRAFFIC CONTROL - TWO LANE, TWO-WAY WITH LANE CLOSURE (TA-10)**
- 801504 – TEMPORARY TRAFFIC CONTROL - MULTILANE DIVIDED HIGHWAY WITH SHOULDER CLOSURE (TA-3A)**
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- 801506 – TEMPORARY TRAFFIC CONTROL - INTERSTATES AND FREEWAYS, SHOULDER CLOSURE (TA-5A)**
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- 801511 – TEMPORARY TRAFFIC CONTROL - MULTILANE DIVIDED HIGHWAY WITH DOUBLE LANE CLOSURE (TA-37)**
- 801512 – TEMPORARY TRAFFIC CONTROL - MULTILANE DIVIDED HIGHWAY WITH DOUBLE LANE CLOSURE, MOBILE OPERATION (TA-35A)**
- 801513 – TEMPORARY TRAFFIC CONTROL - WORK IN THE VICINITY OF AN EXIT RAMP ON A MULTILANE DIVIDED HIGHWAY (TA-42)**
- 801514 – TEMPORARY TRAFFIC CONTROL - WORK IN THE VICINITY OF AN ENTRANCE RAMP ON A MULTILANE DIVIDED HIGHWAY (TA-44)**
- 801515 – TEMPORARY TRAFFIC CONTROL - PARTIAL EXIT RAMP CLOSURE (TA-43)**
- 801516 – TEMPORARY TRAFFIC CONTROL - SURVEYING ALONG A TWO-LANE ROAD (TA-16)**
- 801517 – TEMPORARY TRAFFIC CONTROL - DETOUR FOR A CLOSED STREET (TA-20)**

Description:

This work shall consist of all work performed by the Contractor to maintain vehicular, bicycle and pedestrian traffic through the location’s work zone, including, but not limited to, the passage through the area of persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA) Title II, paragraph 35.130. All work shall be performed in a manner that will reasonably provide the least practicable obstruction to all road users, including vehicular traffic, bicycle traffic and pedestrian traffic. All temporary traffic control and temporary traffic control devices shall comply with the contract documents and with the latest edition of the manual titled “Delaware Manual on Uniform Traffic Control Devices (MUTCD),” hereafter referred to as the “DE MUTCD”, including all revisions as of the date of advertisement of this Contract.

The Department reserves the right to stop the Contractor’s operations, if in the opinion of the Engineer, the Contractor’s operations are not in compliance with the Delaware MUTCD or the Contractor’s operations are unsafe and present a hazard to road users or workers.

Prior to the beginning of any work in a particular location, the Contractor shall first place temporary traffic control devices so as to effectively close that area to the passage of unauthorized vehicles, pedestrians or bicycles, and protect the work and personnel until the area is ready for public use.

The safety measures outlined herein and in the DE MUTCD shall be considered as elementary only, and not necessarily sufficient in every instance to guarantee the protection of the traveling public. The final responsibility for the installation of adequate safety precautions, and for the protection of the traveling public, and its own personnel shall rest with the Contractor.

Schedule and Construction Control:

A temporary traffic control plan and construction schedule shall be required for all operations affecting the flow of traffic on all roadways where work is to be performed. The temporary traffic control plan shall be submitted to the engineer seven days in advance of the proposed work for approval. The plan must show all methods and devices the Contractor proposes for temporary traffic control.

The Contractor shall plan the work such that no lanes of traffic are closed from Friday 3PM until Monday 9AM, with the exception of any weekend work to be allowed on Saturday and Sunday with prior approval from the Engineer. The contractor shall plan his work such that no lane closure occurs without approval during the following periods:

1. December 24 through December 27 (Christmas Day)
2. December 31 through January 3 (New Years Day)
3. Friday prior to Easter through Easter Sunday
4. Thursday prior to Memorial Day through the Tuesday following Memorial Day
5. Dover International Speedway Race Weekends (Thursday prior to the race event through the day after the race event)
6. July 3 through July 5 (Independence Day)
7. Thursday prior to Labor Day through the Tuesday following Labor Day
8. Wednesday prior to Thanksgiving Day through Monday following Thanksgiving Day.
9. Exceptions to these restrictions can be made on a case by case basis with the approval of the Traffic Engineer and Chief Engineer.

No lane closures shall be allowed on multilane roadways between 6:00 AM and 7:00 PM on standard weekdays, i.e. Monday through Friday without prior permission from the Engineer. Consideration must be given to the duration of the closure, the number of lanes on the highway, the number of lanes affected by the closure and the conditions created by the closure. When prior permission is granted, the contractor shall ensure that lane closures are removed prior to peak periods on the roadway, typically from 6:00 AM to 9:00 A.M. and from 3:00 PM to 7:00 P.M. No lane closure on Two-lane roadways with AADT greater than or equal to 5000 vehicles shall occur between 6:00 AM to 9:00 A.M. and/or 3:00 PM to 7:00 P.M. on a standard weekday, i.e. Monday through Friday without prior permission from the Engineer. For Two-lane roadways with AADT less than 5000 vehicles per day lane closures typically will be allowed at any time. The contractor shall ensure that disruption to traffic is minimized at all times in all cases. Summer weekend operations may occur on non-beach route roadways subject to determination by the Engineer, but no summer weekend work shall take place on major beach routes. Nighttime work may occur on congested major roadway corridors and/or at locations as determined by the Engineer where day time lane closures will cause excessive disruption to traffic flow. Questions regarding the timing of lane closures on a particular roadway shall be directed to the DelDOT District Safety Officer. It shall be noted that the provisions above are for general guidance and that the Department can be more restrictive at its discretion.

Materials:

The contractor shall supply all temporary traffic control devices as necessary to protect the work area as provided for in the DE MUTCD.

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.

Temporary traffic control devices used on all highways open to public travel 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 used specifically on this project at or prior to work commencing in a particular location.

Construction Methods:

The method of installation shall be as prescribed in the DE MUTCD. For each of the temporary traffic control cases presented below, the Typical Application reference from the Delaware MUTCD is provided in parenthesis. The Temporary Traffic Control shall be distinguished based on the following roadway types and closures:

- Two Lane, Two-Way with Shoulder Closure (TA-3)
- Two Lane, Two-Way with Lane Closure (TA-10)
- Multilane Divided Highway with Shoulder Closure (TA-3A)
- Multilane Divided Highway with Lane Closure (TA-33)
- Interstates and Freeways, Shoulder Closure (TA-5A)
- Two Lane, Two-Way with Shoulder Closure, Mobile Operation (TA-4)
- Two Lane, Two-Way with Lane Closure, Mobile Operation (TA-17)
- Multilane Divided Highway with Shoulder Closure, Mobile Operation (TA-4A)
- Multilane Divided Highway with Lane Closure, Mobile Operation (TA-35)
- Multilane Divided Highway with Double Lane Closure (TA-37)
- Multilane Divided Highway with Double Lane Closure, Mobile Operation (TA-35A)
- Work in the Vicinity of an Exit Ramp on a Multilane Divided Highway (TA-42)
- Work in the Vicinity of an Entrance Ramp on a Multilane Divided Highway (TA-44)
- Partial Exit Ramp Closure (TA-43)
- Surveying Along a Two-Lane Road (TA-16)

Method of Measurement:

The quantity for Temporary Traffic Control shall be measured per Each for each case described in the DE MUTCD. The quantity of flaggers, portable light assemblies, portable changeable message signs, truck-mounted attenuators and traffic officers will be measured under separate applicable pay items.

The Temporary Traffic Control shall be distinguished based on the following roadway types and closures:

- Two Lane, Two-Way with Shoulder Closure (TA-3)
- Two Lane, Two-Way with Lane Closure (TA-10)

- Multilane Divided Highway with Shoulder Closure (TA-3A)
- Multilane Divided Highway with Lane Closure (TA-33)
- Interstates and Freeways, Shoulder Closure (TA-5A)
- Two Lane, Two-Way with Shoulder Closure, Mobile Operation (TA-4)
- Two Lane, Two-Way with Lane Closure, Mobile Operation (TA-17)
- Multilane Divided Highway with Shoulder Closure, Mobile Operation (TA-4A)
- Multilane Divided Highway with Lane Closure, Mobile Operation (TA-35)
- Multilane Divided Highway with Double Lane Closure (TA-37)
- Multilane Divided Highway with Double Lane Closure, Mobile Operation (TA-35A)
- Work in the Vicinity of an Exit Ramp on a Multilane Divided Highway (TA-42)
- Work in the Vicinity of an Entrance Ramp on a Multilane Divided Highway (TA-44)
- Partial Exit Ramp Closure (TA-43)
- Surveying Along a Two-Lane Road (TA-16)

Basis of Payment:

The quantity for Temporary Traffic Control will be paid for at the Contract unit price per Each. Price and payment will constitute full compensation for set up, removal, furnishing and placing all materials, labor, equipment, tools, appurtenances, drums, resetting of drums if required, signs, arrow panels and all incidentals necessary to complete the work. Each temporary traffic control item for the fifteen types of installations will be paid per one set up-take down cycle and shall cover all temporary traffic control required by the DE MUTCD. Each job order will indicate the number of allowable set up-take down cycles. Flaggers, portable light assemblies, portable changeable message signs, truck mounted attenuators and traffic officers will be paid for separately under the applicable pay items.

The Basis of Payment is applicable to the following types of installations:

- Two Lane, Two-Way with Shoulder Closure (TA-3)
- Two Lane, Two-Way with Lane Closure (TA-10)
- Two Lane, Two-Way with Shoulder Closure, Mobile Operation (TA-4)
- Two Lane, Two-Way with Lane Closure, Mobile Operation (TA-17)
- Multilane Divided Highway with Shoulder Closure (TA-3A)
- Multilane Divided Highway with Lane Closure (TA-33)
- Multilane Divided Highway with Shoulder Closure, Mobile Operation (TA-4A)
- Multilane Divided Highway with Lane Closure, Mobile Operation (TA-35)
- Interstates and Freeways, Shoulder Closure (TA-5A)
- Multilane Divided Highway with Double Lane Closure (TA-37)
- Multilane Divided Highway with Double Lane Closure, Mobile Operation (TA-35A)
- Work in the Vicinity of an Exit Ramp on a Multilane Divided Highway (TA-42)
- Work in the Vicinity of an Entrance Ramp on a Multilane Divided Highway (TA-44)
- Partial Exit Ramp Closure (TA-43)
- Surveying Along a Two-Lane Road (TA-16)

Each of the above items shall include payment for the following:

1. Providing, transporting, locating, setting up and maintaining of all necessary temporary traffic control devices as prescribed above.
2. Removal and transporting of all devices back to the storage yard upon completion of the job task.

2/22/2018

801518 – NIGHT TIME, EMERGENCY, OR WEEKEND WORK SURCHARGE

Description:

The intent of this item is to compensate for Typical Applications mobilizations performed outside the core hours of 8:00 am – 5:00 pm Monday through Friday.

Method of Measurement:

The quantity of Night Time, Emergency, or Weekend Work Surcharge will be measured on a per each basis for typical applications mobilizations performed outside the core hours of 8:00 am – 5:00 pm, Monday through Friday.

Basis of Payment:

The quantity of Night Time, Emergency, or Weekend Work Surcharge will be paid for at the contract unit price per each. Price and payment will constitute full compensation for all labor, equipment, tools, and incidentals required to mobilize outside of the core hours of 8:00 am – 5:00 pm Monday through Friday

Typical Applications (TA's) within the Contract will be paid for at the unit bid price. This item will be Night Time, Emergency, or Weekend Work Surcharge.

5/22/2018

BID PROPOSAL FORMS

CONTRACT T201808303.01

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 T201808303.01
- Name of Contractor

CONTRACT ID: T201808303.01 PROJECT(S): T201808303

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	801502 TEMPORARY TRAFFIC CONTROL - TWO LANE, TWO-WAY WITH SHOULDER CLOSURE (TA-3)	LUMP	LUMP			
0020	801503 TEMPORARY TRAFFIC CONTROL - TWO LANE, TWO-WAY LANE CLOSURE (TA-10)	LUMP	LUMP			
0030	801504 TEMPORARY TRAFFIC CONTROL - MULTILANE DIVIDED HIGHWAY WITH SHOULDER CLOSURE (TA-3A)	LUMP	LUMP			
0040	801505 TEMPORARY TRAFFIC CONTROL - MUTILANE DIVIDED HIGHWAY WITH LANE CLOSURE (TA-33)	LUMP	LUMP			
0050	801506 TEMPORARY TRAFFIC CONTROL - INTERSTATES AND FREEWAYS, SHOULDER CLOSURE (TA-5A)	LUMP	LUMP			
0060	801507 TEMPORARY TRAFFIC CONTROL - TWO LANE, TWO-WAY WITH SHOULDER CLOSURE, MOBILE OPERATION (TA-4)	LUMP	LUMP			
0070	801508 TEMPORARY TRAFFIC CONTROL - TWO LANE, TWO-WAY WITH LANE CLOSURE, MOBILE OPERATION (TA-17)	LUMP	LUMP			

CONTRACT ID: T201808303.01 PROJECT(S): T201808303

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0080	801509 TEMPORARY TRAFFIC CONTROL - MULTILANE DIVIDED HIGHWAY WITH SHOULDER CLOSURE, MOBILE OPERATION (TA-4A)	LUMP	LUMP			
0090	801510 TEMPORARY TRAFFIC CONTROL - MULTILANE DIVIDED HIGHWAY WITH LANE CLOSURE, MOBILE OPERATION (TA-35)	LUMP	LUMP			
0100	801511 TEMPORARY TRAFFIC CONTROL - MULTILANE DIVIDED HIGHWAY WITH DOUBLE LANE CLOSURE (TS-37)	LUMP	LUMP			
0110	801512 TEMPORARY TRAFFIC CONTROL - MULTILANE DIVIDED HIGHWAY WITH DOUBLE LANE CLOSURE, MOBILE OPERATION (TA-35A)	LUMP	LUMP			
0120	801513 TEMPORARY TRAFFIC CONTROL - WORK IN THE VICINITY OF AN EXIT RAMP ON A MULTILAN DIVIDED HIGHWAY (TA-42)	LUMP	LUMP			
0130	801514 TEMPORARY TRAFFIC CONTROL - WORK IN THE VICINITY OF AN ENTRANCE RAMP ON A MULTILANE DIVIDED HIGHWAY (TA-44)	LUMP	LUMP			
0140	801515 TEMPORARY TRAFFIC CONTROL - PARTIAL EXIT RAM CLOSURE (TA-43)	LUMP	LUMP			

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 3
DATE:

CONTRACT ID: T201808303.01 PROJECT(S): T201808303

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0150	801516 TEMPORARY TRAFFIC CONTROL - SURVEYING ALONG A TWO-LANE ROAD (TA-16)	LUMP	LUMP			
0160	801518 NIGHT TIME, EMERGENCY WORK, OR WEEKEND WORK SURCHARGE	LUMP	LUMP			
0170	803001 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	EADY	1.000			
0180	804001 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY (FLOOD LIGHTS)	EADY	1.000			
0190	806001 TRAFFIC OFFICERS	HOUR	1.000	75.00000		75.00
0200	808001 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE I	EADY	1.000			
0210	808002 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	EADY	1.000			
0220	811001 FLAGGER, NEW CASTLE COUNTY STATE	HOUR	1.000			
0230	811002 FLAGGER, KENT COUNTY, STATE	HOUR	1.000			

DELAWARE DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF ITEMS

PAGE: 4
 DATE:

CONTRACT ID: T201808303.01 PROJECT(S): T201808303

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0240	811003 FLAGGER, SUSSEX COUNTY, STATE	1.000 HOUR				
0250	811007 FLAGGER, NEW CASTLE COUNTY, FEDERAL	1.000 HOUR				
0260	811008 FLAGGER, KENT COUNTY, FEDERAL	1.000 HOUR				
0270	811009 FLAGGER, SUSSEX COUNTY, FEDERAL	1.000 HOUR				
0280	811013 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	1.000 HOUR				
0290	811014 FLAGGER, KENT COUNTY, STATE, OVERTIME	1.000 HOUR				
0300	811015 FLAGGER, SUSSEX COUNTY, STATE, OVERTIME	1.000 HOUR				
0310	811016 FLAGGER, NEW CASTLE COUNTY, FEDERAL, OVERTIME	1.000 HOUR				
0320	811017 FLAGGER, KENT COUNTY, FEDERAL, OVERTIME	1.000 HOUR				
0330	811018 FLAGGER, SUSSEX COUNTY, FEDERAL, OVERTIME	1.000 HOUR				
	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. T201808303.01

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____).

CANNOT BE USED FOR BIDDING

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. T201808303.01, 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