BID PROPOSAL

for

CONTRACT T202087701.01

GUARDRAIL REPAIR, CANAL DISTRICT, OPEN END,
FY20-FY22

NEW CASTLE COUNTY

ADVERTISEMENT DATE: February 24, 2020

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 March 24, 2020.
GUARDRAIL REPAIR, CANAL DISTRICT, OPEN END, FY20-FY22
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 to repair and replace damaged guardrail and impact attenuator components. The work shall include removal, repair, and replacement of components, systems and any restoration work to the site, 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 May 1, 2020.

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@delaware.gov, 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 March 24, 2020 unless changed via addendum.

2. QUESTIONS regarding this project are to be e-mailed to dot-ask@delaware.gov no less than six business days prior to the bid opening date in order to receive a response. Please include T202087701.01 in the subject line. Responses to inquiries are posted on-line at http://www.bids.delaware.gov.

3. PREQUALIFICATION REQUIREMENT - 29 Del.C. §6962 (c)(12)(a) requires DelDOT to include a performance-based rating system for contractors. The Performance Rating for each Contractor shall be used as a prequalification to bid at the time of bid. Refer to Contract 'General Notices' for details.

4. THE BID PROPOSAL software used by DelDOT has changed. We now use Bid Express. This new software is an updated version of the previous software used and operates similarly. The cd you request from DelDOT contains the Bid Express file and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Bid Express file. The Bid Express bid file must be printed and submitted in paper form along with the electronic bid file and other required documents prior to the Bid due date and time. (DelDOT is not utilizing web based electronic bidding for this project).

5. 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.

6. 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 REVISED requirements at the following link: http://regulations.delaware.gov/register/december2017/final/21 DE Reg 503 12-01-17.htm

Note a few of the Drug Testing requirements;

* At bid submission - Each bidder must submit with the bid a single signed affidavit certifying that the bidder and its subcontractors has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation, the form is attached;
Contract No. T202087701.01

* 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;

* 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.

7. No RETAINAGE will be withheld on this contract unless through the Prequalification Requirements.

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

9. REMINDER; A copy of your firm's Delaware Business License must be submitted with your bid.

10. SECTION 106.06 BUY AMERICA Contract Requirement in the Delaware Standard Specifications for Road and Bridge Construction, August, 2016 does not apply to this contract.

11. 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.

11a. 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.
<table>
<thead>
<tr>
<th>English Code</th>
<th>English Description</th>
<th>Multiply By</th>
<th>Metric Code</th>
<th>Metric Description</th>
<th>Suggested CEC Metric Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACRE</td>
<td>Acre</td>
<td>0.4047</td>
<td>ha</td>
<td>Hectare</td>
<td>HECTARE</td>
</tr>
<tr>
<td>BAG</td>
<td>Bag</td>
<td>N/A</td>
<td>Bag</td>
<td>Bag</td>
<td></td>
</tr>
<tr>
<td>C.F.</td>
<td>Cubic Foot</td>
<td>0.02832</td>
<td>m³</td>
<td>Cubic Meter</td>
<td>M3</td>
</tr>
<tr>
<td>C.Y.</td>
<td>Cubic Yard</td>
<td>0.7646</td>
<td>m³</td>
<td>Cubic Meter</td>
<td>M3</td>
</tr>
<tr>
<td>EA-DY</td>
<td>Each Day</td>
<td>N/A</td>
<td>EA-DY</td>
<td>Each Day</td>
<td>EA-DY</td>
</tr>
<tr>
<td>EA-MO</td>
<td>Each Month</td>
<td>N/A</td>
<td>EA-MO</td>
<td>Each Month</td>
<td>EA-MO</td>
</tr>
<tr>
<td>EA/NT</td>
<td>Each Night</td>
<td>N/A</td>
<td>EA-NT</td>
<td>Each Night</td>
<td>EA/NT</td>
</tr>
<tr>
<td>EACH</td>
<td>Each</td>
<td>N/A</td>
<td>EA</td>
<td>Each</td>
<td>EACH</td>
</tr>
<tr>
<td>GAL</td>
<td>Gallon</td>
<td>3.785</td>
<td>L</td>
<td>Liter</td>
<td></td>
</tr>
<tr>
<td>HOUR</td>
<td>Hour</td>
<td>N/A</td>
<td>h</td>
<td>Hour</td>
<td>HOUR</td>
</tr>
<tr>
<td>INCH</td>
<td>Inch</td>
<td>25.4</td>
<td>mm</td>
<td>Millimeter</td>
<td>MM</td>
</tr>
<tr>
<td>L.F.</td>
<td>Linear Foot</td>
<td>0.3048</td>
<td>m</td>
<td>Linear Meter</td>
<td>L.M.</td>
</tr>
<tr>
<td>L.S.</td>
<td>Lump Sum</td>
<td>N/A</td>
<td>L.S.</td>
<td>Lump Sum</td>
<td>L.S.</td>
</tr>
<tr>
<td>LA-MI</td>
<td>Lane Mile</td>
<td>1.609</td>
<td>LA-km</td>
<td>Lane-Kilometer</td>
<td>LA-KM</td>
</tr>
<tr>
<td>LB</td>
<td>Pound</td>
<td>0.4536</td>
<td>kg</td>
<td>Kilogram</td>
<td>KG</td>
</tr>
<tr>
<td>MFBM</td>
<td>Thousand Feet of Board</td>
<td>2.3597</td>
<td>m³</td>
<td>Cubic Meter</td>
<td>M3</td>
</tr>
<tr>
<td>MGAL</td>
<td>Thousand Gallons</td>
<td>3.785</td>
<td>kL</td>
<td>Kiloliter</td>
<td>KL</td>
</tr>
<tr>
<td>MILE</td>
<td>Mile</td>
<td>1.609</td>
<td>km</td>
<td>Kilometer</td>
<td>KM</td>
</tr>
<tr>
<td>S.F.</td>
<td>Square Foot</td>
<td>0.0929</td>
<td>m²</td>
<td>Square Meter</td>
<td>M2</td>
</tr>
<tr>
<td>S.Y.</td>
<td>Square Yard</td>
<td>0.8361</td>
<td>m²</td>
<td>Square Meter</td>
<td>M2</td>
</tr>
<tr>
<td>SY-IN</td>
<td>Square Yard-Inch</td>
<td>0.8495</td>
<td>m²-25 mm</td>
<td>Square Meter-25</td>
<td>M2-25 MM</td>
</tr>
<tr>
<td>TON</td>
<td>Ton</td>
<td>.9072</td>
<td>t</td>
<td>Metric Ton (1000kg)</td>
<td>TON</td>
</tr>
<tr>
<td>N.A.*</td>
<td>Kip</td>
<td>4.448</td>
<td>kN</td>
<td>Kilonewton</td>
<td>N.A.*</td>
</tr>
<tr>
<td>N.A.*</td>
<td>Thousand Pounds per Square</td>
<td>6.895</td>
<td>MPa</td>
<td>Megapascal</td>
<td>N.A.*</td>
</tr>
</tbody>
</table>

*Not used for units of measurement for payment.
**General Description**

- Location
- Description
- Completion Time
- Prospective Bidders Notes
- Construction Items Units of Measure

**General Notices**

- Specifications
- Clarifications
- Attesting to Non-Collusion
- Quantities
- Prequalification Requirement
- Preference for Delaware Labor
- Equality of Employment Opportunity on Public Works
- Tax Clearance
- License
- Differing Site Conditions
- Right to Audit

**Prevailing Wages**

- State Wage Rates

**Supplemental Specifications**

- Special Provisions

**Construction Item Numbers**

- 401502 - Asphalt Cement Cost Adjustment
- 720500 - Galvanized and Fusion-Bonded Polyester Coated Guardrail
- 720549 - Galvanized Steel Post, Extra Length
- 720595 - Guardrail End Treatment Attenuator, Type 1, Level I Repair
- 720596 - Guardrail End Treatment Attenuator, Type 1, Level II Repair
- 720597 - Guardrail End Treatment Attenuator, Type 2, Level I Repair
- 720598 - Guardrail End Treatment Attenuator, Type 2, Level II Repair
- 720601 - Guardrail End Treatment Attenuator, Type 3, Level I Repair
- 720600 - Guardrail End Treatment Attenuator, Type 3, Level II Repair
- 720608 - Impact Attenuator, Type I, Level I Repair
- 720509 - Impact Attenuator, Type I, Level II Repair
- 720614 - Impact Attenuator, Type 1, Level III Repair
- 720663 - Guardrail End Treatment Attenuator, Minor Repair
- 763507 - Emergency Mobilization

**Bid Proposal Forms**

- Drug Testing Affidavit
- Certification
- Bid Bond
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 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.

Prequalification requirement

29 Del.C. §6962 (c)(12)(a) requires a Department of Transportation project, excluding a Community Transportation Fund or municipal street aid contract, to include a performance-based rating system. At the time of bid, the Performance Rating for each Contractor shall be used as a prequalification to bid.

Bidders with Performance Rating scores equal to or greater than 85% shall be permitted to bid. Bidders with scores of less than 85% who comply with the retainage requirements of 29 Del.C. §6962 shall be permitted to bid provided the Agreement to Accept Retainage (located on the Certification Page) is executed and submitted with the bid. Lack of an executed Agreement to Accept Retainage will result in the rejection of the bid by the Department. Successful bidders awarded Department contracts who have no performance history within the last five (5) years will be assigned a provisional Performance Rating of 85% at the date of advertisement.

Notification of Performance Rating. The Department shall post publicly the Performance Rating for all Contractors on the Department's website. DelDOT will complete performance-based evaluations on the construction company contracted by the Department to build the project (the "Contractor"). Provisions to appeal Performance Ratings are described in the regulations. The regulations are set forth in Section 2408 of Title 2, Delaware Administrative Code, found here.

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 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
PREVAILING WAGES FOR **HIGHWAY CONSTRUCTION** EFFECTIVE MARCH 15, 2019

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>NEW CASTLE</th>
<th>KENT</th>
<th>SUSSEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRICKLAYERS</td>
<td>55.89</td>
<td>55.89</td>
<td>55.89</td>
</tr>
<tr>
<td>CARPENTERS</td>
<td>55.95</td>
<td>55.63</td>
<td>44.22</td>
</tr>
<tr>
<td>CEMENT FINISHERS</td>
<td>35.48</td>
<td>35.70</td>
<td>28.39</td>
</tr>
<tr>
<td>ELECTRICAL LINE WORKERS</td>
<td>29.40</td>
<td>47.49</td>
<td>23.24</td>
</tr>
<tr>
<td>ELECTRICIANS</td>
<td>70.49</td>
<td>70.49</td>
<td>70.49</td>
</tr>
<tr>
<td>IRON WORKERS</td>
<td>65.24</td>
<td>26.10</td>
<td>27.72</td>
</tr>
<tr>
<td>LABORERS</td>
<td>45.30</td>
<td>41.69</td>
<td>40.93</td>
</tr>
<tr>
<td>MILLWRIGHTS</td>
<td>17.62</td>
<td>17.10</td>
<td>14.76</td>
</tr>
<tr>
<td>PAINTERS</td>
<td>71.29</td>
<td>71.29</td>
<td>71.29</td>
</tr>
<tr>
<td>PILEDRIVERS</td>
<td>72.65</td>
<td>25.98</td>
<td>29.47</td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATORS</td>
<td>67.07</td>
<td>43.32</td>
<td>39.68</td>
</tr>
<tr>
<td>SHEET METAL WORKERS</td>
<td>24.89</td>
<td>22.21</td>
<td>20.12</td>
</tr>
<tr>
<td>TRUCK DRIVERS</td>
<td>37.52</td>
<td>30.88</td>
<td>37.62</td>
</tr>
</tbody>
</table>

CERTIFIED: 02/10/2020 BY: [Signature]
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT


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

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

PROJECT: T202087701.01 Guardrail repair Canal District, New Castle County
SUPPLEMENTAL SPECIFICATIONS
TO THE
STANDARD SPECIFICATIONS

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

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

To access the Website;
- in your internet browser, enter; https://www.deldot.gov
- under 'BUSINESS', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications"
- be sure and choose the correct Standard Specification year; 2001 or 2016
- choose the latest revision prior to the date of this advertisement

The full Website Link is;

Copies of the Supplemental Specifications can be printed from the Website.

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

6
SPECIAL PROVISIONS
CONSTRUCTION ITEM NUMBERS

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

**Standard Item Number:**

The first three digits of the construction item numbers indicates the Section number as described in the Standard Specifications, and all applicable requirements of the Section shall remain effective unless otherwise modified by the Special Provisions. The last three digits of the construction item identifies the item by sequential number under that Section. A comprehensive list of construction item numbers are listed in the Standard Specifications. Additions to this list will be made as required.

**Special Provisions Item Number:**

The first three digits of the construction items, covered under Special Provisions, indicates the applicable Section number of the Standard Specifications, and shall be governed fully by the requirements of the Special Provisions. The last three digit of the items covered under Special Provisions identifies the item by sequential number.

**Examples**

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

- 202 Indicates Section Number
- 000 Indicates Sequential Number

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

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

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

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

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

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

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

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

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

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

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

NOTE:

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

5/05/15
Description:

This work consists of surface preparation, application, and applying fusion-bonded polyester coating over galvanized metal railing elements, posts, guardrail end terminals, guardrail transitions and any associated hardware in shop facilities as specified in the Contract documents, the Standard Construction Details, this specification, and as directed by the Engineer.

Materials:

Prior to coating any guardrail end terminals, submit written approval from the end terminal manufacturer allowing the fusion-bonded polyester coating to be installed on the end terminal.

Approved rust-proof spray paint, color to match fusion-bonded polyester coating.

Galvanizing Coating:

Prior to galvanizing operations, the galvanizing facility shall inspect and remove all sharp edges on rails, posts, or other hardware used in assemblies. The easing of all sharp edges is essential to the durability of the fusion-bonded polyester coating process and failure on the part of the galvanizing facility to perform this step will be cause for rejection of the material.

All surfaces of beams, components and assemblies receiving fusion-bonded polyester coating shall not be water-quenched, nor receive a chromate conversion coating after the galvanizing process.

Galvanized surfaces receiving fusion-bonded polyester coating shall be cleaned and prepared for coating in accordance with SSPC SP 16, including all information noted in Appendix A and ASTM D 6386, Sections 5.1 through 5.3, Section 5.4.1 and Section 5.4.3 respectively. Prior to sweep blasting, all surfaces shall be inspected to ensure the galvanized layer is smooth. Should any locations be found to have excessive liquid zinc run-off, dross or zinc oxide particles they shall be smoothed until the location is level with the surrounding area using hand or power tools as described in SSPC SP 2 and 3. The resultant profile of galvanized layer produced after sweep blasting shall be 1.0 to 1.5 mils as determined by ASTM D 4417, Method C.

Thickness of the galvanized layer shall be measured before and after sweep blasting in accordance with SSPC PA-2 to ensure all components conform to ASTM A 123 or ASTM A 153 as applicable. Any locations found having insufficient thickness shall be repaired in accordance with ASTM A 780.

All shapes, except beams, shall be hot-dipped galvanized in accordance with AASHTO M 111. The Contractor may elect to use either hot-dipped galvanized rolled H sections or fabricated sections, that conform to the requirements of ASTM A 769, Grade 36 (Grade 250) (b) Beams. All beams shall conform to the requirements of AASHTO M 180, Class A, Type I or Type II. 397.

After galvanizing, all components shall be thoroughly inspected and protected from rain or moisture during storage and shipment by a secured cover to the fusion-bonded polyester coating facility.

Fusion-Bonded Polyester Coating:

The fusion-bonded polyester coating applicator shall identify to the galvanizer all guardrail beam, components, and assemblies surfaces receiving fusion-bonded polyester coating to ensure the galvanizing method used on assemblies is compatible with subsequent application of powder coating.

Coating and cleaning systems shall be applied in an environmentally controlled plant that is fully enclosed and preapproved by the Department's Materials & Research Section. A low pressure power washing to ensure removal of any organic contaminants prior to fusion-bonded polyester coating is required. Also, to ensure water and air molecules do not get trapped in the zinc coating and turn into pinholes and blisters due to outgassing, a “pre-heat” treatment of the piece prior to fusion-bonded polyester coating is required.
Cleaned surfaces shall be protected from conditions of high humidity, rainfall, or surface moisture and shall not be allowed to flash rust. Sweep or brush blast to SSPC SP16. Blast profile shall be approximately 1 to 1.5 mils, but not greater than 2 mils, as checked with a Test-O-Tex or Keane-Tator surface profile gauge or as approved by the Engineer.

The fusion-bonded polyester coating shall be applied as an electrostatically charged dry powder sprayed onto grounded components using an electrostatic spray system. The coated components shall be given a thermal time/temperature cure to provide a fully cured finish. The coating thickness, after cure, shall be 7 mils plus or minus 2 mils in accordance with the manufacturer’s recommendation when measured in accordance with ASTM D7091 and SSPC PA2.

After coating, each component shall be checked for continuity using a 67-1/2 volt wet sponge detector to check for holidays, pinholes, and discontinuities. Coating thickness shall be checked with a properly calibrated magnetic gauge.

All components shall be padded and shall be handled with nylon slings during loading, unloading and installation.

Control and acceptance of the Fusion-Bonded Polyester Coating will be based on the following tests as used on projects for the National Park Service:

<table>
<thead>
<tr>
<th>Quality</th>
<th>Test</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abrasion</td>
<td>Tabor Abraser CS-10</td>
<td>100 Mg. Max.</td>
</tr>
<tr>
<td></td>
<td>1000 Gram Load</td>
<td>Weight Loss</td>
</tr>
<tr>
<td></td>
<td>1000 Cycles</td>
<td>Weight Loss</td>
</tr>
<tr>
<td></td>
<td>ASTM D1044</td>
<td></td>
</tr>
<tr>
<td>Adhesion</td>
<td>ASTM D-3359</td>
<td>5A</td>
</tr>
<tr>
<td></td>
<td>Initial</td>
<td>5A</td>
</tr>
<tr>
<td></td>
<td>1000 Hrs. (Item H)</td>
<td></td>
</tr>
<tr>
<td>Gloss</td>
<td>ASTM D-523</td>
<td>82%-60 degrees</td>
</tr>
<tr>
<td></td>
<td>Initial 500 Hrs.</td>
<td>90%-60 degrees</td>
</tr>
<tr>
<td></td>
<td>1000 Hrs. (Item H)</td>
<td></td>
</tr>
<tr>
<td>Hardness</td>
<td>ASTM D-3363</td>
<td>2H - No Gouge</td>
</tr>
<tr>
<td>Impact</td>
<td>ASTM D-2794</td>
<td>Pass 80 Inc. Lb.</td>
</tr>
<tr>
<td>Salt Spray Resistance</td>
<td>ASTM B-117</td>
<td>Table 2 - 10</td>
</tr>
<tr>
<td></td>
<td>ASTM D-1654</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1000 Hrs. Unscribed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>400 Hrs. Scribed</td>
<td></td>
</tr>
<tr>
<td>Thickness</td>
<td>ASTM G-12</td>
<td>6 mils ± 2 mils</td>
</tr>
<tr>
<td>Weather Resistance</td>
<td>ASTM G-23</td>
<td>Table 2 - 10</td>
</tr>
<tr>
<td></td>
<td>1000 Hrs. Unscribed</td>
<td></td>
</tr>
<tr>
<td>Color</td>
<td>Brown Polyester No. 20040,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mid-Gloss Chocolate Brown</td>
<td></td>
</tr>
<tr>
<td>Identify</td>
<td>Infrared Finger Print</td>
<td>Match Original</td>
</tr>
<tr>
<td>Flexibility</td>
<td>180 degrees Bend-120 Min.</td>
<td>No Breaks, Flaking or Cracks.</td>
</tr>
<tr>
<td></td>
<td>Light within 10 seconds</td>
<td>Tested w/a Q-Panel w/2 mils</td>
</tr>
<tr>
<td></td>
<td>180 degrees Bend-120 Min.</td>
<td>(50 mm) or less of Cracking</td>
</tr>
<tr>
<td>Humidity</td>
<td>ASTM D-2247/1000 Hrs.</td>
<td>No. Blister or Film Failure</td>
</tr>
</tbody>
</table>

**Construction Methods:**

Installation of guardrail, guardrail end terminals and guardrail transitions is specified in Sections 720 and 721 of the Standard Specifications and paid for under the respective guardrail pay items of the Contract.

After curing and acceptance, the fusion-bonded polyester coating applicator shall protect the coated assemblies with multiple layers of wrapping, or other protective materials specified in the project specific fusion-bonded polyester coating plan.
During storage and subsequent shipping, each assembly shall be separated from other assemblies by expanded polystyrene spacers and other spacing materials specified in the project specific fusion-bonded polyester coating plan.

All guardrail and components shall be off-loaded and installed using extreme care to ensure coatings are not damaged. Upon delivery to the project site, coated assemblies and hardware shall be thoroughly inspected by the Engineer for any coating defects or damage. If damage is found, the Engineer will determine if the extent of the damage will constitute a cause for rejection.

It is required a representative from the fusion-bonded polyester coating applicator’s firm be present to witness proper handling and erection processes are being employed by the Contractor to minimize or eliminate coating damage. Wood or other suitable material shall be used to protect tops of posts when pile driving.

All coating damage due to shipping, storage, handling, and installation operations shall be repaired by the Contractor at no additional expense to the Department. The Contractor shall provide the Engineer access to all locations of all powder coated members for verification of coating conditions prior to and following all coating repairs.

Repair damaged surfaces as follows:

1. Prepare surfaces in accordance with SSPC-SP 1 followed by SSPC-SP 2 or SSPC-SP 3. Solvents or degreasers used in SP 1 preparation shall be acceptable to the powder manufacturer and the manufacturer of the coating used for repair. Proof of acceptability shall be furnished to the Engineer. Extend the prepared area at least 2 inches into adjacent, tightly adhering, intact coating.

2. Feather the existing coating system surrounding each repair location. Feather the repair area for a distance of 1 inch to 2 inches to provide a smooth, tapered transition into the existing intact coating.

3. When the steel substrate is exposed in the repair area, the surface shall be prepared in accordance with SSPC SP11. Apply a coat of Organic Zinc primer conforming to ASTM A 780 in accordance with manufacturer’s instructions and feather back existing coatings as stated above before re-application of topcoat.

4. The coating thickness of the touch-up material shall be the same thickness as the polyester and can be applied in multiple coats.

After installation, coat all exposed hardware (bolts, nuts and washers) with an approved spray paint that matches the color of the fusion-bonded polyester coating.

**Warranty**

Fusion-bonded polyester coated guardrail shall be warranted as specified herein for a period of three years from the date of acceptance. Should the coating system fail within three years after the project has been accepted, the coating shall be repaired by the Contractor in conjunction with the fusion-bonded polyester coating applicator at no cost to the Department. The extent and method of repair must be acceptable and agreed upon by the Department. System failure does not include damage from external agents, such as scraping from snow removal equipment, vandalism, debris impacts, collisions, etc., or normal loss of gloss and color. Once the duplex system (galvanizing and fusion-bonded polyester coating) has been accepted, a failure shall mean any visible corrosion, blistering, checking, cracking, or delamination (peeling) of the coating.

**Method of Measurement:**

Measure the quantity of fusion-bonded polyester coated guardrail as the number of linear feet of guardrail, including end terminals, transitions and associated hardware coated with fusion-bonded polyester coating.
**Basis of Payment:**

The quantity of guardrail coated with fusion-bonded polyester coating will be paid for at the Contract unit price per linear foot. Price and payment constitute surface preparation of all guardrail materials, including end terminals and guardrail transitions, fusion-bonded polyester coating materials, application of the fusion-bonded polyester coating on all guardrail components, delivery of coated materials to the project location, warranty, labor, equipment, tools, and necessary incidentals to complete the work as specified and as directed by the Engineer.

10/5/16
Description:

This work consists of furnishing and installing galvanized steel guardrail post longer than the standard length 6′ in accordance with note and details on the Plans and as directed by the Engineer.

Materials:

The extra length galvanized steel post shall conform to the requirements of Section 720 of the Standard Specifications and the Standard Construction Details.

Construction Method:

Installation of the post shall be in accordance with Section 720 of the Standard Specifications.

Method of Measurement:

The quantity of steel post, extra length will be measured in meters as the total length of post minus the standard length of 6′ 2.c. An extra length post 8′ in length will measure 2′ of extra length (8′ - 6′ = 2′). The standard length of 6′ will be paid for under the guardrail installation item(s).

Basis of Payment:

The quantity of steel post, extra length will be paid for at the Contract unit cost per foot. Price and payment will constitute full compensation for furnishing all material and for all labor, tools, and incidentals required to complete the work.

4/3/2018
Description:

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

Materials:

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

Construction Methods:

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

Method of Measurement:

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

Basis of Payment:

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

2/4/2020
Description:

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

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

Materials:

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

Construction Methods:

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

Method of Measurement:

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

Basis of Payment:

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

7/22/11
**Description:**

The work under this item shall require the Contractor to appear in full readiness for emergency repair work of damaged fence, guardrails, parapet, etc. within 24 hours of notification by the Engineer in a telephone conversation in which he shall explain the approximate location and the extent of the damage.

**Materials and Construction Methods:**

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

**Method of Measurement:**

There shall be no measurement of this item, and the payment shall be a fixed amount for each emergency mobilization. If the Contractor does appear after 24 hours from the moment of notification, he/she shall be paid for the work performed under the respective bid items, but there shall be no payment for emergency mobilization.

**Basis of Payment:**

The payment for the item shall be made for at the Contract unit price bid per Each for "Emergency Mobilization", which price and payment shall be full compensation for the Contractor to appear in full readiness to perform the directed work within 24 hours as indicated above.

4/5/17
BID PROPOSAL FORMS

CONTRACT  T202087701.01

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

DEPARTMENT OF TRANSPORTATION
BIDDERS ROOM
800 BAY ROAD
DOVER, DELAWARE 19901

Identify the following on the outside of the sealed envelope:
- Contract Number T202087701.01
- Name of Contractor
<table>
<thead>
<tr>
<th>LINE NO</th>
<th>DESCRIPTION</th>
<th>APPROX. QUANTITY</th>
<th>UNIT PRICE</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>ELEMENT, STRAIGHT</td>
<td>27500.000</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>0020</td>
<td>ELEMENT, CURVED</td>
<td>1100.000</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>0030</td>
<td>POSTS</td>
<td>1650.000</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>0040</td>
<td>BREAKAWAY POST, TREATED</td>
<td>10.000</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>0050</td>
<td>BLOCK</td>
<td>3300.000</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>0060</td>
<td>CONNECTOR, BRIDGE AND BARRIER</td>
<td>15.000</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>0070</td>
<td>ELEMENT, THRIE BEAM</td>
<td>5.000</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>0080</td>
<td>TRANSITION SECTION, THRIE BEAM</td>
<td>5.000</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>0090</td>
<td>POST, THRIE BEAM</td>
<td>5.000</td>
<td>EACH</td>
<td></td>
</tr>
</tbody>
</table>
CONTRACT ID: T202087701.01  PROJECT(S): T202087701

All figures must be typewritten.

CONTRACTOR : _____________________________________________________________________

<table>
<thead>
<tr>
<th>LINE NO</th>
<th>ITEM DESCRIPTION</th>
<th>APPROX. QUANTITY</th>
<th>UNIT PRICE DOLLARS</th>
<th>BID AMOUNT DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0100</td>
<td>GALVANIZED STEEL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0110</td>
<td>POST, 8'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0120</td>
<td>WASHERS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0130</td>
<td>BEAM GUARDRAIL, TYPE 1-31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0140</td>
<td>GUARDRAIL POST</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0150</td>
<td>REMOVE AND RESET GALVANIZED STEEL POST AND OFFSET BLOCK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0160</td>
<td>GALVANIZED FUSION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0170</td>
<td>IMPACT ATTENUATOR, TYPE 1, LEVEL II REPAIR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0180</td>
<td>POST, EXTRA LENGTH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0190</td>
<td>TREATMENT ATTENUATOR, TYPE 1 LEVEL 1 REPAIR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Schedule of Items

**Contract ID:** T202087701.01  
**Project(s):** T202087701

All figures must be typewritten.

<table>
<thead>
<tr>
<th>LINE NO</th>
<th>ITEM DESCRIPTION</th>
<th>APPROX. QUANTITY AND UNITS</th>
<th>UNIT PRICE</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>720596</td>
<td>0200 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1, LEVEL 2 REPAIR</td>
<td>36.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>720597</td>
<td>0210 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL 1 REPAIR</td>
<td>12.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>720598</td>
<td>0220 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2, LEVEL 2 REPAIR</td>
<td>12.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>720600</td>
<td>0230 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL 2 REPAIR</td>
<td>6.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>720601</td>
<td>0240 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3, LEVEL 1 REPAIR</td>
<td>12.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>720608</td>
<td>0250 IMPACT ATTENUATOR, TYPE 1, LEVEL 1 REPAIR</td>
<td>6.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>720614</td>
<td>0260 IMPACT ATTENUATOR, TYPE 1, LEVEL III REPAIR</td>
<td>15.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>720663</td>
<td>0270 GUARDRAIL END TREATMENT ATTENUATOR, MINOR REPAIR</td>
<td>44.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>721001</td>
<td>0280 GUARDRAIL END TREATMENT, TYPE 1-31, TEST LEVEL 3</td>
<td>110.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LINE NO</td>
<td>ITEM DESCRIPTION</td>
<td>APPROX. QUANTITY</td>
<td>UNIT PRICE</td>
<td>BID AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>0290</td>
<td>GUARDRAIL END TREATMENT, TYPE 2-31, TEST LEVEL 3</td>
<td>17.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0300</td>
<td>GUARDRAIL END TREATMENT, TYPE 3-31</td>
<td>6.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0310</td>
<td>END ANCHORAGE 31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0320</td>
<td>GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 1-31</td>
<td>12.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0330</td>
<td>GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 2-31</td>
<td>5.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0340</td>
<td>PERMANENT IMPACT ATTENUATOR, TYPE 1</td>
<td>12.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0350</td>
<td>PERMANENT IMPACT ATTENUATOR, TYPE 3</td>
<td>12.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0360</td>
<td>BULLNOSE END TREATMENT</td>
<td>11.000 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0370</td>
<td>INITIAL EXPENSE/DE-MOBILIZATION</td>
<td>LUMP</td>
<td>LUMP</td>
<td></td>
</tr>
<tr>
<td>0380</td>
<td>EMERGENCY MOBILIZATION</td>
<td>12.000 EACH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONTRACT ID: T202087701.01     PROJECT(S): T202087701

All figures must be typewritten.

<table>
<thead>
<tr>
<th>LINE NO</th>
<th>ITEM DESCRIPTION</th>
<th>APPROX. QUANTITY AND UNITS</th>
<th>UNIT PRICE</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0390</td>
<td>ARROW PANELS TYPE</td>
<td></td>
<td>220.000</td>
<td></td>
</tr>
<tr>
<td>0400</td>
<td>MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN</td>
<td>EADY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0410</td>
<td>PLASTIC DRUMS</td>
<td></td>
<td>220.000</td>
<td></td>
</tr>
<tr>
<td>0420</td>
<td>MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II</td>
<td>EADY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0430</td>
<td>TEMPORARY WARNING SIGNS AND PLAQUES</td>
<td>1100.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0440</td>
<td>FLAGGER, NEW CASTLE COUNTY STATE</td>
<td>200.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0450</td>
<td>FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME</td>
<td>22.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0460</td>
<td>PERMANENT WOOD BARRICADE</td>
<td>6.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0470</td>
<td>TOPSOIL, 6&quot; DEPTH</td>
<td>55.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0480</td>
<td>SEEDING, DRY GROUND</td>
<td>55.000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CANNOT BE USED FOR BIDDING

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, not required from subcontractors)

CA 02/2019
CERTIFICATION
Contract No. T202087701.01

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:

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>No.</th>
<th>Date</th>
<th>No.</th>
<th>Date</th>
<th>No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>-----</td>
<td>-------</td>
<td>-----</td>
<td>-------</td>
<td>-----</td>
<td>-------</td>
<td>-----</td>
<td>-------</td>
</tr>
</tbody>
</table>

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: __________________
Contract No. T202087701.01

AFFIRMATION:

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

YES____ NO____ if yes, please explain ____________________________________________________________

---------------------------------------------------------------------------------------------------------------------------------------------------

Agreement to Accept Retainage

"Bidder acknowledges that if its Performance-Based Rating as defined in 29 Del.C. §6962 and section 2408 NEW of Title 2 of Delaware's Administrative Code is below the required minimum threshold, as a condition to bid, Bidder acknowledges, consents and agrees to the Department withholding retainage of up to 5% from the monies due at the time of each progress payment under the contract."

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

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. T202087701.01, 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)

By: __________________________

Authorized Signature

Attest ____________________________

Title

Name of Surety

Witness: __________________________

By: __________________________

Title