

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION



BID PROPOSAL

CONTRACT T202501101.02

**OPEN END- PEDESTRIAN ACCESS ROUTES &
SIDEWALK IMPROVEMENTS, NCC FY25-FY27**

Advertisement Date: June 26, 2026

INCLUDED IN THIS DOCUMENT:

BID PROPOSAL:

*GENERAL DESCRIPTION
PROSPECTIVE BIDDER'S NOTES
GENERAL NOTICES*

ADDITIONAL BID PROPOSAL ITEMS:

ATTACHED OR POSTED DOCUMENTS:

*PROJECT PLANS
QUESTIONS & ANSWERS (if posted)
BREAKOUT SHEETS
REFERENCED DOCUMENTS*

**PAPER BIDDERS CONTACT DELDOT
FOR BID SUBMITTAL DOCUMENTS:**

*DRUG TESTING AFFIDAVIT;
CERTIFICATION FORM;
BID BOND FORM;
CD FOR BID PRICE ENTRY & PRINTING*

This Bid Proposal and related documents can be viewed on bids.delaware.gov and, for subscribers bidx.com/de/

Internet Bids for Bidders with Bid Express® accounts can be submitted at [BIDX.com/de](https://bidx.com/de/); **OR**;

Paper Bids With CD will be received at the DelDOT Administration Building, Dover, DE;

ALL BIDS DUE PRIOR TO 2:00 P.M. Local Time, JULY 28, 2026

GENERAL DESCRIPTION

A. BIDS DUE: JULY 28, 2026 PRIOR TO 2:00 P.M. Local Time – unless changed via Addendum.

BIDS MUST BE SUBMITTED VIA:

(a) **Internet** - Bidders with DelDOT Bid Express® accounts can submit bids at bidx.com/de/.

OR:

(b) **Paper Bid Delivered To:** Delaware Department of Transportation, Administration Building
North Entrance, Bidders Room, 800 Bay Road, Dover, DE 19901

For paper bids, contact DelDOT at dot-ask@delaware.gov or (302) 760-2031 to request a CD for bidding, required forms, and instructions. Bidders enter their Bid Item prices onto the supplied CD then print the form and deliver in a sealed envelope; the Bid Form, completed CD, and required documents prior to the Bid due date and time. *(CD's cannot be used to submit bids to bidx.com)*

Do not submit both Internet and Paper Bids. *If so, the Internet bid and documents will be rejected.*

BID OPENING: Bids will be publicly opened and read aloud at the Date and Time of the Bid Opening. The Bid Opening will be held at the 'Paper Bid Delivered To' address shown above. Bidder bears the risk of late delivery, bids received after the stated time will be returned unopened.

Attendance is not required. DelDOT offers a call-in number to hear the Bid Opening telephonically. The telephone number to call is (302) 504-8986.

When prompted, enter Meeting number (access code): 651 529 280#

It is anticipated the telephone access information will remain the same for all Bid Openings.

B. PRE-BID MEETING: No

C. LOCATION: New Castle County

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

D. DESCRIPTION: The improvements consist of furnishing all labor and materials for Pedestrian Access Route and Sidewalk improvement at various locations in New Castle County. Work intended to occur outside of municipal jurisdictions. DelDOT's ADA Self-Assessment and Transition Plans lays out a schedule to convert known and inventoried pedestrian facilities that do not meet ADA compliance. This project will develop individual construction work orders to convert non-compliant pedestrian facilities to current ADA compliance standards. The project will also help fill in missing sidewalk links/connections to enhance pedestrian mobility. Follow other incidental construction in accordance with the location, notes and details shown on the plans, and as directed by the Engineer.

E. COMPLETION TIME: All work on this contract must be complete within 365 Calendar Days.

Extensions of contract time due to weather are specified in the Standard Specifications Section 108.7F, weather days. The Department's intent is to issue a Notice to Proceed for work to start on or about October 12, 2026.

F. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DELAWARE DEPARTMENT OF TRANSPORTATION, JANUARY 2026 apply to this Bid Proposal and Project. The Contractor shall make himself aware of any revisions and corrections and apply them to the applicable item(s) of this contract. The Standard Specifications can be viewed [here](#). Units of Measure can be found at 101.4.

G. ATTACHMENTS: Included as part of this Bid Proposal are; *Project Plans; Questions & Answers* (if posted); *Addenda* (if issued), *Referenced Documents, Documents Posted with this Bid Proposal*; and *Bid documents mailed to contractors*.

H. ADDENDA: All Addenda are posted on the internet at bids.delaware.gov, and bidx.com/de/ and are included as part of the Bid Proposal. The Bidder is responsible to check the Website as needed to ensure that the Bidder is aware of Addenda that are included in the Bid Proposal. If Addenda are issued, the final Addendum will be posted no later than the end of the day two business days prior to the bid date. Each Addendum number and issue date must be entered on the submitted Certification Form. This original Bid Proposal will not be updated, you must refer to each Addendum.

I. QUESTIONS: E-MAIL TO; dot-ask@delaware.gov

Questions regarding this project are to be e-mailed to the above address no less than **six business days** prior to the bid opening date in order to receive a posted response. Please include the Contract number in the subject line. Questions and responses are posted at bids.delaware.gov, and bidx.com/de/. The date of the final posted Questions and Answers document must be entered on the submitted Certification Form.

J. ROAD USER COSTS:

Temporary Lane Closures: For Work order #8 Chapel Street Location

FAILURE TO OPEN PROJECT TO UNRESTRICTED HIGHWAY TRAFFIC ON TIME

Late Opening of Temporary Lane Closures

Interim Road User Costs (RUC) for delays in opening lanes will be assessed according to the chart below. Refer to the Allowable Lane Closure Matrix in the Maintenance of Traffic (MOT) plans for start and end times of allowable lane closures. The interim Road User Costs (RUC) established will **be \$500.00 per 15 minutes per lane closed** beyond the allowable lane closure hours, Monday through Sunday.

Table 1

S. Chapel Street	
Time All Lanes Reopened After End of Allowable Lane Closure Hours	Road User Cost
1 st 15-minute increment	\$500
2 nd 15-minute increment	\$500
3 rd 15-minute increment	\$500
4 th 15-minute increment	\$500
5 th 15-minute increment	\$500
6 th 15-minute increment	\$500
7 th 15-minute increment	\$500
8 th 15-minute increment	\$500
<i>*After the first two hours beyond the allowable lane closure hour limit, RUC will accrue at \$500 per 15min, up to a day total of \$12,000. The RUC values within the chart are not cumulative, payments made after the first two hours are.</i>	

Example of calculation for assessment of Road User Cost:

For the use of this example, the lane closure matrix on the MOT plans will have a lane open time of 3:00 PM.

- 1) Failure to reopen S. Chapel Street until 4:05 PM, during the 5th 15-minute increment, local time:
Per Table 1, a RUC of \$2,500 will be assessed.
- 2) Failure to reopen S. Chapel Street until 7:20 PM, local time: Per Table 1, a RUC of \$7,000 will be assessed.
 - \$4,000 for the first two-hour period
 - 5:00 PM – 7:20 PM = \$500 x (6) 15 min increments = \$3,000

Assessment of the RUC will be made through Item 763525 – Road User Cost. The engineer will be the sole approving authority as to when the project is complete after traffic is returned to the ultimate alignment and when the contractors work activities will permit highway traffic ultimate lane width and shoulder widths.

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Extended Lane Closures: For Work order #2 Old Capitol Trail Location

FAILURE TO OPEN PROJECT TO UNRESTRICTED HIGHWAY TRAFFIC ON TIME

A RUC of \$2,800 will be assessed for each calendar day the Old Capitol Trail is not fully opened to traffic in excess of the allowable closure duration identified in the Plans. The full daily RUC is assessed regardless of what time of day the roadway or ramp is reopened, starting at 12:00 AM. As such, no consideration will be given for partial calendar days.

Example of calculation for assessment of Road User Cost:

The duration of the detour according to the Plans is 45 calendar days. If the roadway is reopened at 12:05 AM on day 46, the full amount of the \$2,800 RUC will be assessed.

Assessment of the RUC will be made through Item 763525 – Road User Cost. The engineer will be the sole approving authority as to when the project is complete after traffic is returned to the ultimate alignment and when the contractors work activities will permit highway traffic ultimate lane width and shoulder widths.

K. FLAGGERS:

- A. Included in the Bid Proposal are the prevailing wages for highway construction 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.
- B. Flaggers must be bid at a minimum equal to the Laborer wage rate and may be bid up to, but not to exceed, 3 times the Laborer wage rate in accordance with the County where the Work is being performed.
- C. The Department will adjust the bid to the minimum for prices bid below the minimum acceptable bid and to the maximum for prices bid above the maximum allowable bid prior to award of the Contract.
 1. Flagger overtime must be bid at minimum of 1.45 times and may be bid up to a maximum of 4.35 times, the Laborer wage rate in accordance with the County where the Work is being performed.
 2. When a Contract for a Project contains both Federal Davis-Bacon and State of Delaware prevailing wage standards, the employer's minimum wage obligations are determined by whichever standards are higher.
- D. Overtime:
 1. Payment for overtime will be considered on a weekly basis for time worked in excess of 40 hours for a continuous 7-day period beginning Monday and ending Sunday inclusive.
 2. Time worked on other Projects or Work activities other than flagging will not be counted in the normal 40 hours or the overtime.
- E. The cost of the flagging operation when performed by others who are not the Contractor's employees will not be included in the 50% subcontracting limit as outlined in Section 108.1.

L. PROSPECTIVE BIDDERS NOTES:

- 1. BIDDERS MUST BE REGISTERED** with DelDOT in order to submit a bid. Registrations are now completed online through SimpliGov. To complete registration or for more information, click [here](#).
- 2. 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 amount bid.
- 3. DELAWARE'S CONTRACTOR REGISTRATION ACT** - 19 Del.C. §§ 3601 *et seq.*, requires all contractors and subcontractors to register with the Delaware Department of Labor before performing construction services or maintenance. Refer to the GENERAL NOTICES section for further information.
- 4. 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 at the following link:**

<http://regulations.delaware.gov/register/december2017/final/21%20DE%20Reg%20503%2012-01-17.htm>

Note a few of the 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 (*a blank affidavit form is attached*);
- * 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, each participating DBE firm, and all 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 program in writing.

5. **PERFORMANCE-BASED RATING SYSTEM** - 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 '*General Notices*' for details.
6. **NO RETAINAGE** will be withheld on this contract unless through the Performance-Based Rating System.
7. **EXTERNAL COMPLAINT PROCEDURE** can be viewed on DelDOT's Website, [Contractor Compliance/EEO - Delaware Department of Transportation](#) or request a copy by calling (302) 760-2555.
8. **DELAWARE BUSINESS LICENSE**; a copy of your firm's Business License must be submitted with your bid.
9. **FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING**:
Section 501.3, 503.3, 505.3, 610.3, 701.3 and 702.3 of the 2026 Standard Specifications require contractors 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.
10. **BREAKOUT SHEETS MUST** be submitted with your bid documents. Attach the breakout sheet(s) to the proposal. Failure to submit the breakout sheet with the proposal will result in the Department declaring the proposal as non-responsive and rejecting the bid.
11. **SIGNAGE LANGUAGE**:
In order to maintain effective communication with the traveling public, only place signs, banners, flags, or other displays within the projects limits that meet the requirements of the latest version of the Delaware Manual on Uniform Traffic Control Devices. Any signs or other materials which deviate from the MUTCD, must be preapproved by the Engineer. The only signage and materials which may be displayed upon vehicles and equipment within the Project area are signs denoting the name of the Contractor and any subcontractors and other signs and/or materials required and approved pursuant to the MUTCD and the Engineer. Contractor shall immediately remove any signs or materials within the Project that does not meet these requirements immediately upon notification by the Engineer. Failure to remove signs or other materials following notification from the Engineer will result in Liquidated Damages being assessed in the manner and amount specified in the Standard Specifications section 108.9.A.
12. **Plans for Location #1** are posted for "*Informational Purposes*" Only.
13. **Plans for Location #2** are posted for "*Informational Purposes*" Only.
14. **Plans for Location #3** are posted for "*Informational Purposes*" Only.
15. **Plans for Location #4** are posted for "*Informational Purposes*" Only
16. **Plan Survey Location #4** is posted for "*Informational Purposes*" Only.
17. **Plans for Location #8** are posted for "*Informational Purposes*" Only.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.

24. REVISED SPEC LANGUAGE:

The Revised Inspection Framework – January 2026 ([2026 Inspection Framework](#)) shall apply to this contract.

Delete from Section 101.3

Primary inspection. The inspection (formerly referred to as Final Inspection) conducted by the engineer to determine if the contractor has satisfactorily completed the project, or a portion of the project, in accordance with the contract.

Insert within Section 101.3

Acceptance Inspection. The inspection (formerly referred to as Primary Inspection) conducted by the Administering Section, contractor, and accepting section confirming that primary inspection punch list items have been addressed.

Primary inspection. The inspection (formerly referred to as initial inspection) conducted by the Department to review all contract work has been completed in accordance with the Plans, Standard Specifications, Special Provisions, and Standard Construction Details. The inspection is confirmation of the work completed per the contract documents.

Project Acceptance. The Department's notification to the Contractor that the time charges will cease, and construction activities are completed, releasing the contractor from liability and repairs or maintenance to the completed work.

Revise Section 104.12.A as follows.

- A. Before **acceptance** inspection, clean rubbish, excess materials, temporary structures, and equipment from the project, from any publicly owned borrow source used to complete the work, and from areas affected by the contractor in connection with the work within the right-of-way. Cut all grass and weeds

taller than 6-inches. The cost of the final cleanup is incidental to Item 763000, **Initial Expense, De-Mobilization**.

Revise Section 105.4.F as follows.

- F. Submit copies of manufacturer's catalog cuts, drawings, wiring diagrams, and other relevant documents with working drawings for electrical and mechanical equipment. After the Department has reviewed all items of a particular system, prepare an instruction book for the particular system. Fasten and bind the items listed below in a leather or heavy plastic cover book with a title clearly shown. Provide five copies of the book to the engineer before **acceptance** inspection. Make the books available when connecting and energizing electrical and mechanical systems. Ensure that the final bound copies reflect changes or adjustments made during the work. Include the following in the instruction book:
1. An equipment list.
 2. A complete description of the equipment.
 3. The sequence of operation including inter-locking and protective features.
 4. The use of by-pass switches.
 5. A detailed description of all wiring circuits.
 6. A recommended spare parts list.
 7. Renewal parts bulletins.
 8. Instruction bulletins for the provided equipment.
 9. Diagrams and drawings of reduced size suitable for binding.
 10. An index listing all items.

Revise Section 105.13.D as follows.

- D. Include the cost of maintenance work during construction and before completion of the **acceptance** inspection punch list in the proposal. The Department will pay the cost of maintenance work occurring after completion of the **acceptance** inspection punch list.

Revise Section 105.14.A as follows.

- A. The engineer may order opening of certain sections of the work to traffic or other use before the contractor completes the work or before the engineer accepts the work. The Department will not consider opening sections of the work as constituting acceptance of the work or a waiver of any contract provisions. The engineer will pay the cost of repairing damage to the work caused by opening work to vehicular traffic unless opening the roadway is due to the fault, or inactivity of, the contractor or the contractor caused the damage. All other maintenance costs including, but not limited to, mowing grass and general cleanup are the contractor's responsibility until completion of the **acceptance** inspection punch list to the Department's satisfaction. Maintenance costs for work involving landscaping and vegetative growth are the contractor's responsibility until final acceptance.

Revise Section 105.16 as follows.

- A. Partial Acceptance.
1. The decision to partially accept a portion of the project is solely at the discretion of the engineer. The engineer may partially accept portions of the work. The Department will not consider partial acceptance as constituting acceptance of the work that has not been partially accepted or a waiver of any contract provisions. The Department will maintain the partially accepted portion of the project, including repairing damage caused by the public.
- B. **Project Acceptance**
1. **The Department will cease counting contract time when the project reaches substantial completion as defined in Section 101.3, Definitions.**
 2. **Substantial Completion Verification**
 - a. **Upon receiving the contractor's notice of substantial completion of the project, the Department will verify all contract items are complete as defined in Section 101.3, Definitions. Items not**

- deemed complete shall be completed by contractor prior to Department issuance of Substantial Completion.
- b. After issuance of Substantial Completion, request Primary Inspection from the Department.
 - c. The Department will schedule the Primary Inspection within 30 calendar days of the request.
3. **Primary Inspection**
- a. The Department/Administering Section will conduct a Primary Inspection with the completion of 105.16.2 Substantial Completion Verification. The Administering Section will note and provide a written punch list by stations and in detail identifying work or conditions requiring correction. The punch list will include ADA inspection deficiencies.
 - b. Perform the corrective work noted on the punch list within 30 calendar days upon receipt of the punch list created by the Administering Section, unless the parties mutually agree to extend the time frame.
 - c. Upon completion of the primary inspection punch list, request an acceptance inspection from the Department. Prior to acceptance inspection scheduling, the Administering Section will confirm and annotate the primary inspection punch list and ensure ADA Inspection deficiencies have been addressed and documented.
 - d. The Administering Section will schedule Acceptance inspection with the Maintenance District within 30 days of confirmation of primary punch list item completion.
4. **Acceptance (formerly primary) Inspection.**
- a. The Department will conduct an acceptance inspection with the completion of 105.16.B.3, primary inspection. The Administering Section will provide a written punch list identifying deficiencies not satisfactorily addressed from the primary inspection punch list within 7 calendar days of the acceptance inspection.
 - b. Perform the corrective work noted on the punch list within 15 calendar days upon receipt of the punch list created by the Administering Section, unless the parties mutually agree to extend the time frame.
 - c. The Administering Section will verify remediation work and will provide a list with dates that remedial activities were resolved to the Maintenance District when requesting Project Acceptance.
- C. **Project Acceptance**
1. The Administering Section will notify the Maintenance District that acceptance inspection punch list items have been addressed.
 2. The Maintenance District and/or other accepting entities will verify acceptance inspection punch list items have been addressed within 30 calendar days of notice from the Administering Section.
- D. **Final Acceptance**
1. The engineer will provide final acceptance in writing that will state the acceptance date as defined in Section 101.3, Definitions.
- E. **Project Closeout**
1. Upon final acceptance, provide the exempted documents, certificates, or proofs of compliance within 90 calendar days.
 2. The Department will not issue the final payment until the contractor executes and delivers the required documents.

Revise Section 108.8.K as follows.

- K. Once the Department determines that the work is substantially complete, the Department will suspend time charges and the assessment of liquidated damages. Failure to complete all punch list work identified during the **primary and acceptance** inspections within the timeframes allotted, will result in the Department restarting liquidated damages in accordance with the chart specified in Section 108.9, Schedule of Liquidated Damages. The assessment of post-substantial-completion liquidated damages will continue until project completion.

Revise Section 610.3.9.A.2 as follows.

2. The engineer will measure the width, length, and depth of each crack and establish the precise location of the crack termination points relative to permanent reference points on the member. The engineer will monitor and document the growth of individual cracks at an inspection interval the engineer will choose to determine if cracks are active or dormant after **acceptance** inspection.

Revise Section 722.3.2.A as follows.

- A. Provide on-site field instruction by the system manufacturer, at a location determined by the engineer. Provide a minimum of 2 training sessions consisting of installation training before beginning cable barrier construction and maintenance training before **acceptance** inspection. The manufacturer shall establish the training duration and shall provide field training on all aspects of the system. Coordinate the training schedule and location with the engineer. The engineer will advise the appropriate department staff, including construction inspectors and maintenance personnel regarding the training location and schedule. Provide all training materials in both hard copy and electronic PDF format.

Revise Section 722.3.2.C.1 as follows.

1. Hold the maintenance training a minimum of 7 calendar days before **acceptance** inspection of the system. Submit the proposed training date to the engineer a minimum of 14 calendar days prior to the training session date for review and approval. Include the following participants:
 - a. District Maintenance Engineer, or designated representative;
 - b. District Maintenance Superintendent, or designated representative;
 - c. Area Yard Supervisor, or designated representative; and
 - d. District maintenance personnel.

Revise Section 722.3.3.L as follows.

- L. Within 10 calendar days of the **primary** inspection, supply spare parts for the HTCBB system. Deliver the parts to the DelDOT maintenance facility as directed by the engineer. Provide an extra supply of the following:
 1. Socketed-type line posts, including post hardware, caps, reflective sheeting, straps, spacers, and socket covers. Include 200 posts and accessories.
 2. Rigging screws and threaded terminals. Provide enough materials to complete 8 turnbuckle assemblies.
 3. Anchor posts including post hardware and caps, reflective sheeting, straps, fittings, spacers, and socket covers. Provide enough materials to complete 3 end anchor installations.
 4. Fitting gaskets or socket covers. Provide 100 socket covers.

Revise Section 843.3.5.C as follows.

- C. Repair defects identified by the Department during **periodic or primary** inspections in accordance with this specification, including all highway lighting systems and components within the project limits. Begin highway lighting system repairs immediately following notice of the lighting system defect unless weather limitations prevent the corrective work. Provide notification to the Department before beginning corrective work.

Revise Section 843.3.5.D as follows.

- D. The Department will not consider the highway lighting system as substantially complete until correction of the deficiencies noted during the primary and **acceptance** inspections. Provide a maintenance bond for item 843001 – Electrical Testing upon substantial completion. Provide a maintenance bond meeting the following requirements:
 1. A bond sum equal to 100 percent of the value of all highway lighting system items the Department paid to the contractor;
 2. With original signatures, in ink, and not mechanical reproductions or facsimiles of any kind, naming the contractor as the principle;

3. term of 1-year beyond the completion of the highway lighting system work; and
4. written by a surety or insurance company licensed to write surety bonds in the State of Delaware by the Delaware Department of Insurance.

Revise 911.3.6.G as follows.

- G. Water bi-weekly during the period June 15 through October 1. Continue watering, without interruption, until completing watering of all the plants on the project. Use water in accordance with Section 911.2.9. The Department will allow use of tree watering bags as a part of the watering operation. Remove the tree watering bags before **acceptance** inspection.

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GENERAL NOTICES

CONTRACTOR REGISTRATION ACT

On July 1, 2021, the Contractor Registration Act, as codified in 19 Del.C. §§ 3601 *et seq*, took effect. This law requires all contractors to register with the Delaware Department of Labor before performing construction services or maintenance. The Contractor Registration Act applies to all contractors that engage in construction and maintenance within the State of Delaware. Additionally, it requires contractors to have Delaware workers' compensation insurance where required, compliance with labor laws, and proof of a state business license. The Delaware Department of Labor's Office of Contractor Registration is responsible for enforcement of the requirements of the Contractor Registration Act. If you have any questions about the contractor registration process, please call 302-430-7739 or email Contract.Registry@delaware.gov. Registration at <https://onestop.delaware.gov/>.

SPECIFICATIONS :

The Delaware specifications entitled "*Standard Specifications for Road and Bridge Construction January, 2026*", hereinafter referred to as the *Standard Specifications*; the *Supplemental Specifications* to the Standard Specifications effective as of the advertisement date of this Bid Proposal and hereby included by reference; the *Special Provisions*; *Notes on the Plans*; this *Bid Proposal* including referenced documents; any *Addenda* thereto; and any posted *Questions and Answers*; shall govern the work to be performed under this contract. The Contractor shall make itself aware of these specifications, revisions, and corrections, and apply them to the applicable item(s) of this contract.

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.

The Department requires the use of various electronic applications for various documentation processes. These processes will be identified, and the Contractor's required use will be detailed during the Preconstruction Meeting. No additional payments will be made to the contractor to use or interface with the applications.

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.

PERFORMANCE-BASED RATING SYSTEM

29 Del.C. §6962 (c)(12)(a) requires a Department of Transportation project, excluding 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 ensure compliance.

LICENSE :

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

CONTRACTOR / SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

- (b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency.
- (c) Any contractor that enters a public works contract must provide to the agency to which it is contracting, within 30 days of entering such public works contract, copies of all occupational and business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the contractor entered the public works contract the occupational or business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

DIFFERING SITE CONDITIONS:

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

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

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

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice. No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

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

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

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

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

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be

agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

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

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

RIGHT TO AUDIT

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

PREVAILING WAGES

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

REQUIREMENT BY DELAWARE 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 [Delaware] 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 Part VI., Section C., 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."

Contractors with questions may contact:

Department of Labor, Division of Industrial Affairs,
4425 N. Market Street, Wilmington, DE 19802

Telephone (302) 761-8200

<https://dia.delawareworks.com/labor-law/>

STATE WAGE RATES

This document is included in the
“REFERENCED DOCUMENTS”
posted with this Bid Proposal.

SPECIAL PROVISIONS

These documents are included in the
“REFERENCED DOCUMENTS”
posted with this Bid Proposal.

QUANTITY SHEET SUMMARY

This document is included in the
“REFERENCED DOCUMENTS”
posted with this Bid Proposal.