

STATE OF DELAWARE

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DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201408301.02

READVERTISED

STATEWIDE MAINTENANCE OF TRAFFIC FOR RAILROAD
CROSSING IMPROVEMENTS, OPEN END

STATEWIDE

ADVERTISEMENT DATE: May 12, 2014

Contract Term: One Year, with two possible one-year extensions

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2001

Bids will be received in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time **Tuesday June 3, 2014**

**STATEWIDE MAINTENANCE OF TRAFFIC FOR RAILROAD
CROSSING IMPROVEMENTS, OPEN END
STATEWIDE**

GENERAL DESCRIPTION

LOCATION

These services will be located Statewide.

DESCRIPTION

The services consist of furnishing all labor and materials for Maintenance of Traffic Services in accordance with the location, notes and details specified herein and as directed by the Engineer.

CONTRACT TERM

All work on this contract will be on an on-call, as-needed basis.

PROSPECTIVE BIDDERS NOTES:

1. No retainage will be withheld on this contract.
2. The Department's External Complaint Procedure can be viewed on our Website at: <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
3. BIDDERS MUST BE REGISTERED WITH DeIDOT AND MUST REQUEST A CD OF THE OFFICIAL PROPOSAL AND SPECIFICATIONS FROM THE DEPARTMENT IN ORDER TO SUBMIT A BID. Information about registering your firm can be found at http://www.deldot.gov/information/business/bids/const_vendor_lists.shtml.
4. Please note the Special Provision titled **Changes to Project Documents During Advertisement**. The Department is using an alternative method of providing bid documents for this contract.
5. The successful bidder will be required to submit a copy of the certification for the ATSSA Certified Traffic Control Supervisors upon the Department's request.
6. Delaware Manual on Uniform Traffic Control Devices (MUTCD) requirements can be found at the following link: http://www.deldot.gov/information/pubs_forms/manuals/de_mutcd/index.shtml
7. The DeIDOT 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 DeIDOT 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.
8. The DeIDOT 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.

9. Funding has currently been allocated for the first year only. The continuation of this contract is contingent upon available funding.
10. **Bid Evaluation and Award:** The Department of Transportation, Contract Administration will award contract(s) to the lowest responsible bidder(s) which in their judgment best serves the interest of the Department. Multiple awards may be issued. In case of error in price extension, the unit price(s) shall prevail.
11. Each bidder shall submit with its proposal a guaranty in sum equal to \$30,000.
12. **MANDATORY INSURANCE REQUIREMENTS:** Certificate of Insurance for the following minimum coverages is required prior to award:
 - a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Commercial General Liability and all other coverages listed below.
 1. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
 2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
 - c. Thirty (30) days prior written notice of cancellation or material change of any policies shall be required.
 - d. A Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the Department. The certificate holder is as follows:

DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DELAWARE 19901
Contract No. T201408301.02

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

Contract No. T201408301.02
CONSTRUCTION ITEMS UNITS OF MEASURE

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

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications; Supplemental Standard 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.

CLARIFICATIONS:

Under any Section or Item included in the Contract, the Contractor shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details and notes on the Plans and in the paragraphs preceding the "Basis of Payment" paragraph in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

ATTESTING TO NON-COLLUSION:

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

QUANTITIES:

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price.

PREFERENCE FOR DELAWARE LABOR:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (4)b

"In the construction of all public works for the State or any political subdivision thereof, or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section."

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (7)

"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 or natural 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 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 or national origin.'

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. Proof of said license compliance to be made prior to, or in conjunction with, the execution of a contract to which he has been named.

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.

CONFLICT WITH FEDERAL STATUTES OR REGULATIONS:

Delaware Code, Title 29, Chapter 69, Section 6904, Paragraph (a)

"If any provision of this subchapter conflicts or is inconsistent with any statute, rule or regulation of the federal government applicable to a project or activity, the cost of which is to be paid or reimbursed in whole or in part by the federal government, and due to such conflict or inconsistency the availability of federal funds may be jeopardized, such provision shall not apply to such project or activity."

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 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."

PREVAILING WAGE REQUIREMENTS

It is DelDOT's understanding that the Davis-Bacon Act is not a preemptive statute in the broad sense, and does not preempt or displace State of Delaware prevailing wage requirements.

When a contract for a project contains both Federal Davis-Bacon and State of Delaware prevailing wage standards because of concurrent Federal and State coverage, the employer's minimum wage obligations are determined by whichever standards are higher.

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 14, 2014

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	48.08	48.08	14.51
CARPENTERS	43.15	50.91	40.47
CEMENT FINISHERS	30.88	26.13	26.33
ELECTRICAL LINE WORKERS	22.50	22.50	21.25
ELECTRICIANS	62.10	62.10	62.10
IRON WORKERS	42.20	23.87	25.35
LABORERS	33.01	38.68	37.97
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	60.64	60.64	60.64
PILEDRIVERS	66.42	23.75	26.95
POWER EQUIPMENT OPERATORS	41.18	27.61	28.47
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	33.90	21.03	22.19

CERTIFIED: 4/24/14

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

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

PROJECT: T201408301.02 Maintenance of Traffic for Railroad Crossing Improvements, Multiple Counties

**SUPPLEMENTAL SPECIFICATIONS
TO THE
AUGUST 2001
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; <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is;

http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

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

SPECIAL PROVISIONS

CHANGES TO PROJECT DOCUMENTS DURING ADVERTISEMENT

1. PRINTED PLANS AND SPECIFICATIONS NOT AVAILABLE FROM DELDOT.

The Department is not providing printed plans or specifications for this project. Bidders must contact the Department in order to receive a CD that contains all bid documents. Bidders are able to use the CD to print the plans and specifications, or have them printed from the Website. While the plans and specifications are available on-line at DelDOT's Website, the Website bid documents are not authorized for submitting bids, and the Website documents are marked as such. To receive required bid Documents on a CD, contact:

Contract Administration
Delaware Department of Transportation
P.O. Box 778, Dover, DE 19903
e-mail: dot-ask@state.de.us
Phone: (302) 760-2030
FAX: (302) 739-2254

The Department is providing a printed set of plans and specifications available for viewing in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware, Monday through Friday excluding holidays from 8:00A.M. through 4:15 P.M..

2. QUESTIONS AND ANSWERS

All questions pertaining to this project are to be submitted to the following e-mail address:

dot-ask@state.de.us

Questions and Answers will be dated and posted periodically on Delaware's Bid Solicitation Directory Website located at: <http://www.bids.delaware.gov/>

The final Questions and Answers will be posted no later than the end of the day, two working days prior to the bid date.

All Questions and Answers posted by the Department on the above Website are included by reference and become part of the contract documents. The awarded bidder will receive a hard copy of the final posted Questions and Answers.

Potential bidders that do not have access to the internet may contact Jim Hoagland, Contract Services Administrator, by telephone at (302) 760-2036 to make other arrangements.

NOTE: There is space provided on the CERTIFICATION page to insert the Posted Date of the final Questions and Answers. The Final Posted Date is the latest Posted Date of the Questions and Answers one day prior to Bid Date. This final Posted Date must be submitted on the Certification page.

3. ADDENDA

The Department is not providing printed Addendums, if issued, for this project. **All addendums will be posted on the Department's Website, and are included by reference and become part of the contract documents.** It is the responsibility of the bidder to check the Website as needed. If there are Addendums issued, the final Addendum will be posted no later than the end of the day, two working days prior to the bid date.

NOTE: There is space provided on the CERTIFICATION page to insert each issued Addendum and the date you acknowledge receipt of the addendum. Each Addendum number and date acknowledged must be submitted on the Certification page.

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. Sequential numbers for all items covered under Standard Specifications range from 000 to 499. A comprehensive list of construction item numbers begins on page 421 of 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. Sequential numbers for Special Provision items, range from 500 to 999.

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

SECTION 743 - TEMPORARY TRAFFIC CONTROL AND DEVICES. (8/xx/2012)(5/6/2013)

Delete Section 743 and all Previous Supplemental Updates in their entirety and replace with the following:

743.01 Description

Furnish, install, maintain, relocate, replace, and remove Arrow Boards, Portable Changeable Message Boards, Portable Light Assemblies, Plastic Drums, Traffic Officers, Reflector Panels, Truck Mounted Attenuators, Crash Cushions, Portable PCC Safety Barriers, Temporary Tubular Delineators, Temporary Impact Attenuators, Temporary Barricades, Temporary Warning Signs, Flaggers, and other temporary traffic control devices in accordance with the latest edition of the Delaware Manual on Uniform Traffic Control Devices (DE MUTCD), the approved temporary traffic control plan, standard Typical Applications from the DE MUTCD and as directed by the Engineer.

743.02 Materials

Provide only crashworthy temporary traffic control devices in accordance with the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) published by the American Association of State Highway and Transportation Officials (AASHTO). Certification of compliance with NCHRP Report 350 and/or MASH is required for Category I through Category III temporary traffic control devices. For Category I devices, the manufacturer or Contractor may self-certify that the devices meet the NCHRP Report 350 and/or MASH criteria. Supply to the Engineer the Federal Highway Administration's NCHRP Report 350 and/or MASH acceptance letter including all applicable attachments, for each type of device that falls under Category II and III devices. Provide the self-certification and/or the FHWA acceptance letters at the pre-construction conference.

Project specific dimensional requirements, if any, are noted on the Plans. Meet Chapter 6F. Temporary Traffic Control Zone Devices of the DE MUTCD and all other Contract requirements.

Maintain temporary traffic control devices in good condition in accordance with the brochure entitled "Quality Guidelines for Temporary Traffic Control Devices", published by the American Traffic Safety Services Association (ATSSA).

743.03 General Temporary Traffic Control

The Contractor is responsible for making an independent determination that the safety measures outlined within the contract and the DE MUTCD are sufficient to protect the traveling public or the persons working on the project. The provisions of this Specification do not supersede or release the provisions of Standard Specification 107.10, Responsibility for Damage Claims.

- A. Implement additional safety measures not expressly required by the Contract and necessary to ensure the safety of all persons, either independently or at the direction of the Engineer.
- B. Submit to the Engineer in writing justifications for any Contractor proposed changes to the TTC plan or additions to the TTC plan included in the contract documents;
 - 1. Prepare a new (TTCP), signed and sealed by a Professional Engineer registered in the State of Delaware, in accordance with all applicable DelDOT standards to the Engineer for approval prior to the start of work at each and every location;
 - 2. Submit the TTCP 14 calendar days in advance of starting work.
 - 3. Longitudinal dimensions for maintenance of traffic configurations may be adjusted slightly to fit field conditions as directed by the Engineer.
- C. Final approval of proposed changes, deviations, or additions will be determined by the Traffic Safety Section.
- D. Inventory existing signs within the Contract limits.
 - 1. Maintain signs that must remain in place during the project.
 - 2. Remove any other existing signs and properly store to prevent loss or damage.
 - 3. Immediately prior to the final inspection, inventory the traffic signs and account for any lost or damaged signs with the Engineer.
 - 4. Replace or reimburse the Department for any lost or damaged signs.
- E. Throughout the duration of the Contract within the Project limits maintain access to:

1. All businesses and residences;
 - a. Coordinate any temporary closure of a driveway or entrance for tie-in purposes with the Engineer and the property owner in advance of the closure.
 2. all transit stops unless otherwise directed by the Plans or the Engineer;
 - a. Maintain an area for the transit vehicle to allow for safe pick-up and drop-off of passengers;
 - b. Provide an accessible path for pedestrians to safely access the transit stop.
- F. Conduct construction operations in a manner that will minimize delays to traffic, and meet the following requirements:
1. When work is being conducted within 200 feet in advance or up to 200 feet beyond an intersection that is controlled by a traffic signal, the Flagger must direct the flow of traffic in concert with the traffic signal to avoid queuing unless active work prohibits such action. The Flagger must direct traffic to prevent traffic from queuing through an intersection (i.e., blocking an intersection).
 2. When work is being conducted within a signalized intersection, a Traffic Officer may be required to direct traffic against the operation of the traffic signal only until the operation occurring within the intersection is completed.
 3. Schedule work in the vicinity of traffic signals to minimize the time during which the signal is operated without detectors.
 4. When a lane adjacent to an open lane is closed, set temporary traffic control devices 2' (.61 m) into the closed lane from the edge of the open lane, unless an uncured patch exists or actual work is being performed closer to the open lane with minimum restriction to traffic.
 5. Do not close lanes unless construction activity requiring lane closure is taking place or will take place within one hour, except for "buffer lanes" on high volume and/or high speed roadways. Reopen lanes immediately upon completion of the work. Shorten the lane closure for moving operations as work progresses and as traffic conditions warrant to keep the length of the closure to a minimum. Conduct construction operations in a manner that minimizes disruption to traffic during peak hours and periods of heavy traffic flow. The Department reserves the right to stop the Contractor's operations if, in the opinion of the Engineer, such operations are unnecessarily impeding traffic.

743.08 General Construction

Place and install temporary traffic control devices at their specified location in accordance with Chapter 6 of the DE MUTCD and the manufacturer's installation instructions and recommendations prior to start of construction by personnel certified by the manufacturer when applicable. Submit personnel certification to the Engineer prior to installation of temporary traffic control devices.

Provide written certification within 24 hours of installation, or relocation, for certifying that temporary impact attenuators, crash cushions and temporary PCC safety barrier is properly installed and crashworthy in accordance with the manufacturer's current specifications and NCHRP 350 or MASH.

Maintain temporary traffic control devices throughout the duration of the Project. Replace damaged temporary traffic control devices within 24 hours of notification. After replacement is completed re-inspection and recertification is required as described above.

Repair or replace temporary traffic control devices damaged by actions of the Contractor at no cost to the Department.

Temporary traffic control devices are the property of the Contractor unless otherwise indicated in the Contract Documents.

743.09 Non-Compliance

Failure to comply with the requirements of this Section 743 is justification for suspension of work as specified in Standard Specification Section 104.07, Suspension of Work. Time charges will continue to be assessed until all deficiencies are corrected and certified.

A. Failures include but are not limited to the following:

1. Deficiencies not corrected within 24 hours related to temporary traffic control or traffic control devices reported to the Contractor in writing unless otherwise directed by the Engineer.
 2. Non-compliance with the Delaware MUTCD, the specifications or the Plans.
 3. Unsafe operations.
 4. Placement of non-compliant temporary traffic control devices.
- B. Serious or willful disregard for the safety of the traveling public or construction workers, may result in the Engineer placing temporary traffic control devices in the proper configuration. The cost of corrections to temporary traffic control by the Engineer will deducted from Contractor payments.

743.10 Item Specific Construction

- A. *Arrow Boards:*
1. The arrow boards furnished remain the property of the Contractor.
 2. The back panel of arrow boards must be equipped with three indicator lamps, visible to the work area indicating the proper functioning of the board.
- B. *Portable Changeable Message Sign (PCMS)*
1. Approval is required from the Engineer prior to placement of the PCMS.
 2. If approved messages are not provided in the Plans, submit a PCMS Approval Form to the Engineer for review and approval of messages and location of PCMS.
 3. Have qualified and trained PCMS programmer(s) to program desired messages, and mechanic(s) to perform required service on the PCMS unit, available on a 24 hour basis.
- C. *Portable Light Assembly Unit (Floodlights):*
1. Repair or replace portable light assembly units within 30 minutes or less after receipt of notification of an operational problem.
 - a. Failure to correct the problem within the required time frame will result in deduction of payment for the day the unit is not satisfactorily operating.
 - b. Designate an on-site representative to be the Department's contact person on all issues related to the light assembly. The on-site representative should be the ATSSA Traffic Control Supervisor. If an ATSSA Traffic Control Supervisor is not required by the Contract Documents, then the on-site representative can be the Superintendent, or designee.
- D. *Plastic Drums*
1. Provide plastic drums as specified in the DE MUTCD.
 2. Equip each plastic drum with a weighted sand filled base or other approved ballast material.
 - a. Do not weight drums with sand bags..
 - b. Do not weight drums with sand, water or any material to the extent that would make them hazardous to road users when struck.
 3. A minimum of two fluorescent orange and two white prismatic retroreflective strips with the top stripe being fluorescent orange.
 4. Plastic drums must meet applicable reflectivity requirements.
- E. *Reflector Panels*
1. Provide reflector panels for enhanced conspicuity of P.C.C. Safety Barrier as specified in the DE MUTCD
 2. Install reflector panels as specified in the DE MUTCD.
- F. *Traffic officers:*
1. Use Traffic Officers in a highway work zone in accordance with the latest version of DelDOT's "Guidelines for the Use of Uniformed Law Enforcement Officers in Work Zones."
 2. All traffic officers are required to wear police officer uniforms.
 3. Traffic officers outside of their vehicle are required to wear high-visibility safety apparel as required in DE MUTCD Section 6E.02.
 4. Traffic officers ensure not just the safety of the construction personnel but the safety of the traveling public as well.
 5. The Engineer may authorize additional officers to be used for speed enforcement.
 6. Vehicles used are required to be marked police vehicles equipped as follows:
 - a. full external light bar that is clearly visible for 360 degrees around the vehicle and at a distance of not less than 300 feet under normal atmospheric conditions at night;
 - b. radar unit or any other speed-measuring device;

- c. radio communication available to inform 911 and DelDOT's Transportation Management Center (TMC) of traffic backups or other emergencies.
 7. The traffic officers can be Town Police, Municipal Police, County Police or State Troopers in accordance with the jurisdictional location of the project and availability of the police officers. When questions of jurisdiction arise, the Delaware State Police Department will make the determination as to which force has jurisdiction.
 8. Discuss with the Engineer in advance for approval of the schedule of hours and number of traffic officers anticipated for each site or operation. It will be the responsibility of the Contractor to explain to the officer the project activities pertaining to where the officer's services are needed.
 9. Do not use Traffic officers to close lanes without additional temporary traffic control except for rolling road blocks or emergencies.
 - a. Rolling road blocks require advance approval from the Engineer through DelDOT's Traffic Section.
- G. *P.C.C. Barrier (All Types)*
1. For each P.C.C. Barrier Contract Item:
 - a. Use only one type of barrier per run;
 - b. Use the same type of connecting system on each segment;
 2. Prior to installation, schedule pre-inspection of barrier with Engineer and District Safety Officer.
 3. Ensure that all segments are free from defects and have no exposed reinforcing bar.
 4. Install reflector panels in accordance with the DE MUTCD.
 5. Remove barrier that does not meet the "Marginal" criteria of the ATSSA Quality Guidelines and replace with compliant segments of barrier.
- H. *Truck Mounted Attenuators (TMA):*
1. TMA, Type I is to be used on highways with non-construction posted speeds up to and including 40 mph (70 km/h);
 2. TMA, Type II is to be used on highways with non-construction posted speeds greater than 40 mph (70 km/h).
 3. Have replacement components for the TMA readily available for immediate repair.
 4. Equip all TMAs as follows:
 - a. Cover the entire height and width of the end of the TMA with 6" (150 mm) diagonal, inverted "V" stripes of retroreflective material placed 6" (150 mm) apart;
 - b. Mount on the TMA vehicle a amber high-intensity rotating, flashing, oscillating, or strobe light so that it is clearly visible for 360 degrees around the vehicle and at a distance of not less than 3,000 ft (915 m) under normal atmospheric conditions at night;
 - c. Provide a Type C arrow panel.
 5. Attach the TMA to the back of a truck in conformance with the manufacturer's recommendations.
 6. TMA Truck Requirements:
 - a. Do not exceed the manufacturer's recommended load rating of the truck. (Refer to Section 105.12 Load Restrictions);
 - b. The truck must be in good operating condition.
 - c. The truck must have a valid registration, registration number plate, current inspection documentation, weight verification, and proof of insurance.
 7. Only operators with a valid driver's license of the required class may operate the TMA truck.
- I. *Temporary Impact Attenuators (TIA) All Types:*
1. Furnish one complete replacement (stand-by) attenuator systems of each type used;
 - a. Store replacement TIAs on-site;
 - b. Only replacement TIAs that are properly installed and accepted will be paid for at the unit bid price of Each.
 - c. Payment of stand-by attenuator will be through the respective furnish item for the type(s) of attenuator(s) furnished.
 2. Install attenuator systems in accordance with the manufacturer's instructions.
 3. Repair or replace damaged attenuator system within 24-hours of notification.
 4. Relocate the attenuator systems in accordance with the Plans or as directed by the Engineer.
 5. Provide written certification within 24-hours of installation or relocation to the Engineer.

J. Temporary Warning Signs and Plaques in Temporary Traffic Control Zones:

1. Provide warning signs and plaques in compliance with the Contract Documents, the DE MUTCD and the FHWA's "Standard Highway Signs and Markings" book;
2. Cover existing permanent signs that conflict with any temporary warning signs.
3. Use only approved sign posts to permanently mount signs facing traffic when required for more than three consecutive calendar days;
 - a. Install sign posts in accordance with the manufacturer's instructions;
 - b. Temporary sign stands for signs facing traffic for a period longer than three calendar days may be used only in the following situations:
 - i. To avoid drilling through permanent concrete to ground mount signs placed on concrete islands in the median of a divided highway or other similar locations. Proper ballasting material is required;
 - ii. A documented utility conflict exists and field adjustments to the sign location cannot be made. Proper ballasting material is required. Provide documentation of the utility conflict to the Engineer prior to using temporary sign stands;
 - iii. Other unforeseen situations as approved by the Traffic Safety Section.
4. When a permanent ground mounted sign message is not applicable to the work operation or temporary traffic control setup it must be completely covered with a black plastic bag or an approved sign cover. For example: a permanently ground mounted detour sign that is in place for the duration of the Contract, but only utilized during certain periodic operations.
5. Use only approved temporary sign stands to mount signs facing traffic for periods less than or equal to three calendar days.
 - a. Remove any sign and temporary sign stand from the roadway that is no longer needed for a work operation or temporary traffic control setup.
6. Signs cannot be placed on bicycle lanes, sidewalks or shared use paths in a manner that restricts the use of these locations by pedestrian or bicycle traffic.

K. Flaggers:

1. Provide Flaggers meeting the following requirements:
 - a. Certified within the last 4 years by American Traffic Safety Services Association (ATSSA) or an equivalent approved equal;
 - b. Provide appropriate documents showing the flagger certification status for each flagger throughout the duration of Contract;
 - i. Flaggers are required to have their approved flagger card, and a photo identification card on their person at all times while flagging;
 - ii. The Engineer will require the replacement of any flagger that fails to produce approved flagger card and photo identification.
 - c. Have available a person certified to flag that can relieve the flag person for any necessary breaks.
 - d. Equip working flaggers with two-way radios or other approved communication devices.
 - i. Cellular telephones with or without push-to-talk features, MP3 players or other similar electronic devices are not approved communication devices.
 - ii. Use of a cellular telephone or other unapproved electronic communication device while performing flagging operations is justification for immediate removal of a flagger by the Engineer
 - e. Equip working flaggers with an audible warning device, such as a horn or whistle, to alert workers of an errant vehicle
2. Any flagger not performing duties in accordance with the specifications is justification for suspension of work as specified in Standard Specification Section 104.07, Suspension of Work.
 - a. Once the offending flagger is replaced and all flaggers are in compliance with the requirements of this specification, the work may resume.
 - b. Flagger Cards may be confiscated from personnel flagging improperly.
 - i. The Engineer will contact the Contractor's supervisor who will then confiscate the card from the flagger;
 - ii. Turn the card over to the Engineer, who will forward it to DelDOT's Safety Section;
 - iii. The Safety Section will either forward the card to ATSSA's main office,

- or send a letter if the person refuses to give up the card, in order to remove the individual's name from the certified list;
 - iv. Any flagger whose card has been confiscated must be retrained and retested prior to consideration for reinstatement;
 - c. At least one month must pass after the infraction before retraining and retesting any flagger whose card has been confiscated.
- L. *ATSSA Certified Traffic Control Supervisor:*
 - 1. Provide ATSSA certified Traffic Control Supervisors for the term of the Project.
 - a. ATSSA certified Traffic Control Supervisor must be an employee of the General Contractor
 - b. Submit a copy of the certification for the ATSSA certified Traffic Control Supervisors at time of bid.
 - 2. The responsibility of the ATSSA certified Traffic Control Supervisors is the maintenance of traffic and temporary traffic control devices throughout the project.
 - a. This responsibility includes, but is not limited to:
 - i. The installation, operations, maintenance and service of temporary traffic control devices;
 - ii. Daily maintenance of a log to record maintenance of traffic activities;
 - a.) including the number and location of temporary traffic control devices; and
 - b.) times of installation, changes, and repairs.
 - iii. Serve as the liaison with the Engineer concerning the temporary traffic control devices and the maintenance of traffic.

743.11 Method of Measurement

The Engineer will measure temporary traffic control devices as those acceptably furnished, installed, maintained, relocated, removed, and completed as specified.

For Item 743508, the Contractor will be paid the unit price bid per each location when work is completed and all Traffic Control signs and devices have been removed from the individual location. The item includes mobilization to each location and any costs not covered under the other individual bid items for the Traffic Control Devices furnished and placed at each location.

743.12 Basis of Payment

Price and payment constitutes full compensation for installation, maintenance, and relocation of pay items at the pay unit(s) below; removal when no longer required;

<u>Item</u>	<u>Description</u>	<u>Pay Unit</u>
743508	Maintenance of Traffic - Railroad	EA
743003	Arrow Panels Type C	EA-DY
743004	Furnish and Maintain Portable Changeable Message Board	EA-DY
743005	Furnish and Maintain Portable Light Assembly (Flood Lights)	EA-DY
743006	Plastic Drums	EA-DY
743009	Furnish and Maintain Truck Mounted Attenuator, Type I	EA-DY
743010	Furnish and Maintain Truck Mounted Attenuator, Type II	EA-DY
743023	Temporary Barricades, Type III	LF-DY
743024	Temporary Warning Signs and Plaques	EA-DY

763563 -PERFORMANCE AND PAYMENT BOND, OPEN-END MOT CONTRACT

Description:

For this contract, delete the first sentence of Standard Specification Section 103.05 and replace with the following:

“Simultaneous with the extension of the Contract, the successful bidder shall furnish a surety bond or bonds in a sum equal to \$30,000.00. All other portions of Standard Specification 103.05 remain in effect.

Measurement and Payment:

The bid price shall be based on bonding \$30,000.00 of construction work. Bonding for this amount is considered sufficient to cover the amount of work locations underway at any one time. Payment of the total Lump Sum Bid price will be made on the initial contract estimate.

3/24/2014

BID PROPOSAL FORMS
CONTRACT T201408301.02

PROPOSAL REPLY REQUIREMENTS

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number prior to the bid date and time.

Bidders are reminded of the following requirements. In the event of a discrepancy between this Proposal Reply Requirements document and the ITB Bid contract, the ITB contract will prevail.

- ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK.
- BIDS MUST BE SUBMITTED IN HARDCOPY FORMAT. BIDS ARE NOT TO BE FAXED, E-MAILED, OR INCLUDED IN A COMPUTER DISC.
- BID DOCUMENTS MUST CONTAIN ORIGINAL SIGNATURES.
- A BID BOND IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000) MUST BE SUBMITTED WITH YOUR BID.
- **REMINDER TO BIDDERS:** NOTE THAT THERE IS ONE BID PRICE REQUESTED FOR EACH ITEM THAT INCLUDES ALL THREE COUNTIES. BIDDERS ARE REQUIRED TO ADHERE TO THE DEPARTMENT OF LABOR PREVAILING WAGE RATES FOR THE COUNTY IN WHICH THE WORK IS PERFORMED.
- BIDS MUST BE DELIVERED TO:

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

Contract No. T201408301.02
 Bid Page 1 of 1

- ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK.
- BIDS MUST BE ENTERED FOR EACH BID ITEM.

BIDDER: _____

QTY	UOM	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
35	EACH	743508	MAINTENANCE OF TRAFFIC		
20	EA-DY	743003	ARROW PANELS, TYPE C		
1,050	EA-DY	743004	FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE BOARD		
100	EA-DY	743005	FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY (FLOOD LIGHTS)		
7,000	EA-DY	743006	PLASTIC DRUMS		
40	EA-DY	743009	FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE I		
100	EA-DY	743010	FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II		
10,248	L.F.-DY	743023	TEMPORARY BARRICADES, TYPE III		
7,700	EA-DY	743024	TEMPORARY WARNING SIGNS		
1	LS	763684	PERFORMANCE AND PAYMENT BOND, OPEN END, MOT CONTRACT		
				TOTAL BID	

CERTIFICATION

Contract No. T201408301.02

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, in the amount of \$30,000, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department of Transportation, under the conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

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

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

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

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

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

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA AND FINAL QUESTIONS AND ANSWERS.

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



=====

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

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____

of _____ in the County of _____ and State of _____ as
Principal, and _____ of _____ in the County
of _____ and State of _____ as **Surety**, legally authorized to do business in the State
of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract
No. T201408301.02, to be paid to the **State** for the use and benefit of its Department of Transportation
("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs,
executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____

Authorized Signature

Attest _____

Title

Name of **Surety**

Witness: _____

By: _____

Title