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STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT DOT1207-PAVEMRK_LONGLN

LONG LINE PAINT CONTRACT

STATEWIDE

ADVERTISEMENT DATE: May 7, 2012

Completion Date 1,095 Calendar Days

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

Bids will be received in the Bidder's Room (B1.11.01), Transportation Administration Center, 800 Bay Road,
Dover, Delaware until 2:00 P.M. local time June 5, 2012

**LONG LINE PAINT CONTRACT
STATEWIDE**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all materials for THIS CONTRACT PROVIDES FOR THE REPAINTING OF EXISTING REFLECTIVE PAVEMENT MARKINGS AND A MINOR AMOUNT OF PLACEMENT WHERE THE LINE IS COMPLETELY WORN OUT OR HAS NOT PREVIOUSLY EXISTED. THE CONTRACTOR SHALL FURNISH THE FAST DRY PAINT; THE GLASS SPHERES; AND ALL LABOR, EQUIPMENT AND INCIDENTALS NECESSARY TO APPLY PAVEMENT MARKINGS IN A SAFE AND EFFICIENT MANNER., and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION DATE

All work on this contract must be complete within 1,095 Calendar Days .

It is the Department's intent to issue a Notice to Proceed such that work starts on or about July 1, 2012.

ELECTRONIC BIDDING

This project incorporates a newer version of the electronic bidding system, Expedite 5.9a. Bidders wishing to use the electronic bidding option will find the installation file on the plan holders bid file disk. The installation file and instructions are also available at: http://www.deldot.gov/information/business/bids/const_proj_bid_info.shtml.



PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.
2. The Department has adopted an External Complaint Procedure. The 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. Make note of the new version of Electronic Bidding software as noted above.

**STATE OF DELAWARE
CONSTRUCTION ITEMS UNITS OF MEASURE**

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

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

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.

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Delaware Code, Title 29, Chapter 69, Section 6960, Paragraph (c)

"(c) Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every contractor and subcontractor performing work upon the site of construction. The contractor and subcontractor shall keep and maintain the sworn payroll information for a period of two (2) years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available:

1. For inspection or furnished upon request to a representative of the Department of Labor;
2. Upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the contractor or subcontractor; and
3. The certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within ten (10) days from receipt of notice requesting the records from the Department of Labor."

Contractor may contact: Department of Labor
Division of Industrial Affairs
4425 No. Market Street
Wilmington, DE 19802

Telephone (302) 761-8200

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 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 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.

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.

Title 29 Del.C. §6960 relating to wages further stipulates "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", and ... "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."

Bidders are specifically directed to note the Department of Labor's 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."

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

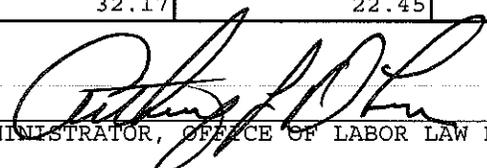
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2012

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	45.63	45.63	14.51
CARPENTERS	49.06	49.06	39.22
CEMENT FINISHERS	30.40	26.13	23.29
ELECTRICAL LINE WORKERS	22.50	54.05	21.25
ELECTRICIANS	59.10	59.10	59.10
IRON WORKERS	42.20	22.98	25.35
LABORERS	30.23	26.66	29.03
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	56.07	56.07	56.07
PILEDRIVERS	59.23	23.75	26.95
POWER EQUIPMENT OPERATORS	41.41	27.54	26.43
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	32.17	22.45	22.15

CERTIFIED: 3/20/12

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: DOT1207-PAVEMRK_LONG Pavement Marking Program, Long Line, District I and II, New Castle County

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

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

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

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

The Project Asphalt Cement Base Price will be the anticipated Delaware Posted Asphalt Cement Price expected to be in effect at the time of receipt of bids.

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

Actual quantity of asphalt cement qualifying for any Asphalt Cement Cost Adjustment will be computed on the basis of weight tickets and asphalt percentage from the approved job mix formula.

For Recycled Hot-Mix the asphalt percentage eligible for cost adjustment shall be only the new asphalt cement added to the mix.

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

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be \$641.67 per ton (\$707.32 per metric ton).

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

NOTE

Application of Asphalt Cement Cost Adjustment requirements as indicated above shall apply only to those contracts involving items related to bituminous base and pavements, and with bitumen, having a total of 1,000 tons (1,000 metric tons) or more of hot-mix bid quantity in case of Sections 401, 402 and 403; and 15,000 gallons (60 000 liters) or more in case of Sections 304, 404 and 405.

- 748600 - WHITE CENTERLINE, 4"
- 748601 - YELLOW CENTERLINE, 4"
- 748602 - WHITE EDGELINE, 4"
- 748603 - YELLOW EDGELINE, 4"
- 748604 - WHITE CENTERLINE, 6"
- 748605 - WHITE EDGELINE, 6"
- 748606 - YELLOW EDGELINE, 6"
- 748607 - WHITE CENTERLINE TURNPIKE, 6"
- 748608 - WHITE EDGELINE TURNPIKE, 6"
- 748609 - YELLOW EDGELINE TURNPIKE, 6"
- 748610 - WHITE GORE LINE, 8"
- 748611 - WHITE GORE LINE, 12"
- 748612 - WHITE GORE LINE TURNPIKE, 12"
- 748613 - LAYOUT FOR ROADWAY NOT PREVIOUSLY MARKED**
- 748744 - WHITE CENTERLINE, 5"
- 748745 - YELLOW CENTERLINE, 5"
- 748746 - WHITE EDGELINE, 5"
- 748747 - YELLOW EDGELINE, 5"
- 748748 - WHITE GORE LINE, 10"
- 748749 - WHITE GORE LINE, TURNPIKE, 10"
- 748750 - WHITE CENTERLINE, TURNPIKE, 5"
- 748751 - WHITE EDGELINE, TURNPIKE, 5"
- 748752 - YELLOW EDGELINE, TURNPIKE, 5"
- 748753 - YELLOW GORE LINE, 10"
- 748754 - YELLOW GORE LINE, TURNPIKE, 10"

Description:

This work consists of repainting of existing reflective pavement markings or painting where the line has not previously existed. The Contractor shall furnish the fast dry paint; the glass spheres; maintenance of traffic; and all labor, equipment and incidentals necessary to apply pavement markings in a safe and efficient manner.

Application:

General Requirements

These specifications cover the application of a heated pigmented binder (white and yellow) and optical glass spheres system to highway surfaces with specialized application equipment.

The reflective surface shall be obtained by applying optical glass spheres in a specified ratio onto and into the pigmented binder after the binder application in one operation by specialized equipment hereafter described in these specifications.

During and after material application, both daylight and nighttime inspections of the markings will be made by an authorized representative of the Division of Highway Operations, and if found to be defective or if they fail in any way to meet the specifications in this proposal, such markings will be rejected and must be replaced at no cost to the Department within the time limit specified.

The contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes used on or incorporated in the work.

Equipment Required

The successful bidder must use on this contract equipment meeting the following minimum requirements:

- A. The truck-mounted striper

- 1) All safety regulations including the requirements of the National Board of Fire Underwriters and appropriate local agencies and weight and dimension restrictions of the State of Delaware
 - 2) Steerable gun carriages shall be required for edgeline work.
 - 3) Heater capable of applying type of paint supplied.
 - 4) (300-gallon) minimum paint capacity.
 - 5) A minimum capacity for (1800 lbs.) of glass spheres.
 - 6) Machine shall be capable of applying one centerline and one edgeline simultaneously.
 - 7) The equipment shall be capable of pneumatically applying glass beads (1") directly following the spray pattern of the paint gun.
 - 8) A transfer pump system on machine capable of transferring the paint from shipping containers at a rate of (25 gallons) per minute.
 - 9) Automatic, electrically controlled skipline mechanism capable of retracing the existing approximate (40 ft.) cycle or establishing a new (40 ft.) cycle. The automatic skipline mechanism shall be utilized to ensure that the proper paint/space ratio is maintained.
 - 10) Measuring device to determine within +/-2% the total length of line applied by the paint machine.
 - 11) Equipped with a Citizens Band transceiver for communication with the Project Coordinator.
 - 12) Flow meters that accurately measure the paint used in Gallons as the paint is applied to the road.
 - 13) Two paint guns on the driver's side and at least one on the passenger side are required. Each paint gun will have its own counter.
- B. Auxiliary trucks, properly identified to trail the striping unit for the purpose of controlling traffic, protection of newly painted lines and to warn approaching traffic that slow moving equipment will be encountered. See Cases TA-17A, TA-35B, TA-35D, TA-35F.
1. The auxiliary trucks shall be equipped with a citizens band transceiver for communication with the project coordinator.
- C. A power broom capable of cleaning pavement for the application of both edgelines and centerlines. An additional warning vehicle must follow the broom truck if this vehicle is more than (750 ft.) ahead of the paint machine.
- D. The Department may consider smaller capacity truck mounted striping equipment provided that the contractor can show a history of accomplishing similar amounts of work at the required rate.

Detailed Requirements

The contractor according to the manufacturer's recommendations shall apply the white or yellow traffic paint (Pigmented Binder).

Pigmented binder shall be applied only when the ambient air temperature is 4 degrees C. (40 degrees F.) or higher.

Pigmented binder shall be applied at the temperature recommended by the manufacturer.

The transfer pump used to transfer paint from the supply drums to the vehicle tanks shall be cleaned before each use and wherever colors are changed.

The application speed of the paint machine shall not be greater than 17 km/h (10 mph) unless approved by the Project Coordinator.

The wet film thickness shall be (15 Mils), (+/- 1 Mil). A deduction will be made from the monies due the contractor for improper film thickness according to the following table:

<u>Thickness in (Mils)</u> <u>From To Less Than</u>	<u>Deduction for a 5" line</u>
(12)	Reapply
(12) To (13)	Deduct .015
(13) To (14)	Deduct .002

* Proportional rates apply to wider lines.

When the contractor is required to repaint a line, no payment will be made for the repainting.

The reflective surface shall be obtained by applying glass spheres at an average rate of (7lbs. per gallon) of pigmented binder onto and into the pigmented binder. The glass spheres shall be dispensed by a pneumatic system that results in the spheres being retained on the surface and embedded within the binder.

The rate of beads and paint application shall be determined at the end of the workday. The number of gallons of paint used and the number of pounds of glass spheres used shall be determined. The number of gallons of paint shall be divided into the number of pounds of glass spheres and result shall be (7lbs. per gallon) or greater.

A deduction will be made from monies due the contractor for improper bead application according to the following table:

<u>Glass Beads (lbs/gallons)</u> <u>From To Less Than</u>	<u>Deduction (5")</u>
(6.5)	Reapply
(6.5) to (6.7)	.015
(6.7) To (6.9)	.002

* Proportional rates apply to wider lines.

APPROVED MATERIALS:

GLASS BEADS

1. Scope
 - 1.1 This specification covers glass beads to be sprayed upon pavement marking paint so as to produce a reflective pavement marking.
2. General Requirements
 - 2.1 The beads shall be transparent, clean, colorless glass, smooth and spherically shaped, free from milkiness, pits, or excessive air bubbles and conform to all of the requirements of AASHTO M-247-81 (1996) with the addition of the requirements as noted below.
3. Specific Properties
 - 3.1 Gradation. The beads shall meet the gradation requirements for Type 1 as given in Table I of AASHTO M-247-81 (1996).
 - 3.2 Roundness. The glass beads shall have a minimum of 80 percent true spheres.

- * 3.3 Moisture Resistant. A moisture resistant coating shall be applied to prevent absorption of moisture. The beads shall remain free of clusters and lumps; and flow freely from dispensing equipment.

* When Latex Traffic Paint is used the glass beads shall be Moisture Resistant.

4. Submission of Samples

- 4.1 A 50 lb. unopened bag of glass beads shall be submitted to the Bureau of Materials and Research for each lot or batch for testing 30 days prior to use.
- 4.2 A copy of the Manufacturer's certified analysis of each lot or batch and Material Safety Data Sheet shall also accompany the samples.
- 4.3 All samples shall be identified with the contract number(s) for which the glass beads will be used.

5. Packaging and Marking

- 5.1 Glass beads shall be furnished in 50 lb. moisture proof bags. Containers are to be guaranteed to furnish dry and undamaged beads.
- 5.2 Each package shall contain the following information:
 - 5.2.1 Name and address of manufacturer
 - 5.2.2 Shipping point
 - 5.2.3 Trademark or name
 - 5.2.4 The working "glass beads"
 - 5.2.5 Specification number
 - 5.2.6 Net weight in kilograms or lbs.
 - 5.2.7 Lot or batch number
 - 5.2.8 Month and year of manufacture

6. Retroreflectivity Readings

All Paint lines are required to meet a minimum reflectivity. The minimum reflectivity reading that will be accepted is 150 Millicandelas for white and 125 Millicandelas for yellow. These readings will be taken with a LTL-X Retrometer with 30-meter geometry. If the Reflectivity fails to meet the minimum requirements the contractor will be required to re-paint the lines at their expense.

The following list contains all alkyd paints (pigmented binder) currently approved for use to perform the work:

- | | | |
|----|--------------------------|---------------------|
| 1. | Hot Applied White Paint | |
| | Manufacturer | Manufacturer's Code |
| | Aexcel Corporation | 72W-A042 |
| | Ennis Paint Inc. | WX08W001 |
| | Ennis Paint Inc. | DEW-21-M-1 |
| | Sherwin Williams | BP17949 |
| 2. | Hot Applied Yellow Paint | |
| | Manufacturer | Manufacturer's Code |
| | Aexcel Corporation | 72Y-A080 |
| | Ennis Paint Inc. | WX08L001 |
| | Ennis Paint Inc. | DEY-21-M-1 |
| | Sherwin Williams | BP17952 |

LATEX TRAFFIC PAINT

Latex Traffic Paint for traffic stripes or traffic markings shall be a white or a yellow ready-mixed pigmented binder which is emulsified in water and capable of anchoring reflective glass beads which are separately applied. In addition, the paint shall not contain any of the materials listed in the Environmental Protection Agency Code of Regulations (CFR) 40, section 261.24, table 1.

Manufacturers of Latex Paint shall have produced, to the satisfaction of the Department's Materials and Research Section, a Fast-Drying Traffic Paint, which meets the physical and composition requirements of this specification.

COMPOSITION: The exact composition of the Latex Paint shall be left the discretion of the manufacturer as stipulated hereinafter.

Pigment: The Pigment portion shall be a combination of prime and extender pigments as required to produce either a white or yellow Traffic Paint meeting the color and other requirements of the finished product for white or yellow, as specified elsewhere in this specification.

The prime pigment for white paint shall be Titanium Dioxide conforming to ASTM D 476, Type IV, with a minimum Titanium Dioxide content of 94 percent and shall be used at a minimum rate of .12 Kg/Liter (1 pound per gallon).

The prime pigment for yellow paint shall be a non-toxic organic pigment yellow, No. 75 or equal pre-approved by the Department, with excellent exterior and color permanence. The prime pigment shall also contain a minimum .02 kg/liter (0.2 pounds per gallon) of Titanium Dioxide conforming to ASTM D 476, Type IV, 94 percent purity.

The percent pigment by weight of the finished product shall not be less than 60 nor more than 62 percent.

Vehicle: The Non-Volatile vehicle shall not be less than 42 percent by weight, and shall be pre-approved by the Department's Materials and Research section and meet the Dry Through (Early Washout) Requirements specified hereinafter.

Physical Properties:

- Color: The color shall match Federal Test Standard No. 595A, Latest Edition, No. 33538 for Yellow and No. 37886 for White.
- Organic Volatiles: The Volatile Organic Content (VOC) of the finished paint shall contain less than 0.25 Kg/Liter (2.1 pounds per gallon) of Volatile Organic Matter of total Non-Volatile paint material.
- Volume of Solids: The finished paint shall not be less than 61 percent solids by volume.
- Total Solids: The finished paint shall not be less than 77.5 percent total Non-Volatiles by weight, when tested in accordance with ASTM D 2369.
- Liter Weight: The weight of the finished paint shall be 1.7 Kg/Liter (14 pounds per gallon) plus or minus 0.02 Kg/Liter (0.2 pounds per gallon) for each color.
- Grind: The grind shall not be less than 2 Hegman when tested in accordance with Federal Test Standard No. 141B, method 4411.
- Field No-Tracking Time: The paint shall dry to a no-track condition under traffic in no more than 75 seconds. The no tracking condition shall be determined by actual application on the pavement at a wet film thickness of .38 mm (15 mils) with white or yellow paint covered with glass beads at a rate of .84 kg/liter (7 pounds per gallon). The paint lines for this test shall be applied with the striping equipment operated so as to have the paint at temperatures up to 60 degrees C. (140 degrees F.) at the spray orifice. This maximum tracking time shall not be exceeded when the pavement temperature varies from 10 to 50 degrees C. (50 to 120 degrees F.), and under humidity conditions of 80% or less providing that the pavement is dry.
- Viscosity: The consistency of the paint shall be not less than 70 nor more than 95 KREB units at 25 degrees C. (77 degrees F.), when tested in accordance with ASTM D 562.

- Flexibility: The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952B, section 4.3.7.
- Dry Opacity: The minimum contrast ratio shall be 0.95 when tested in accordance with Federal Test Standard No. 141B, Method 4121, Procedure B, using an 0.005 Bird Applicator.
- Daylight Reflectance: The Daylight Directional Reflectance shall no be less than 85 percent for the white paint and not less than 54 percent for the yellow (Relative to Magnesium Oxide), when tested in accordance with Federal Test Standard No. 141B, Method 6121.

Abrasion Resistance: The Abrasion Resistance shall be such that no less than 210 liters of sand shall be required for removal of the paint film when tested in accordance this Federal Specification TT-P-1952B, Section 4.3.8.

- Water Resistance: The paint shall conform to Federal Specification TT-P-1952B, section 4.5.6. There shall be no blistering or appreciable loss of adhesion, softening, or other deterioration after examination.
- Freeze-Thaw Stability: The paint shall show no coagulation or change in consistency greater than 5 KREB units, when tested in accordance with Federal Specification TT-P-1952B, Section 4.5.7.
- Heat Stability: The paint shall show no coagulation, discoloration, or changes in consistency greater than plus or minus 5 KREB units when tested in accordance with Federal Specification TT-P-1952B, section 4.5.8.
- Dilution Test: The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with only water.
- Dry Through (Early Washout): The Dry Through time of a (15 mil) wet film placed immediately in a Humidity Chamber, maintained at 22.5 degrees C plus or minus 1.4 degrees C (72.5 plus or minus 2.5 degrees F) and 90 plus or minus 5 percent relative humidity shall be less than or equal to the Department Laboratory reference film when tested in accordance with ASTM D 1640, except that the pressure exerted the minimum needed to maintain contact with the thumb and film.
- Color Appearance After Aging: The white paint shall show no more than slight discoloration and the yellow paint shall be within the limits of the Color Tolerance Chart for Standard Highway Yellow, after accelerated weathering in accordance with Federal Specification TT-P-115D, Section 3.5.9.1.
- Shelf Life: All paint furnished shall have a minimum shelf life of 9 months at temperatures above 2 degrees C. (35 degrees F.). When tested, the paint shall conform to the physical requirements specified herein. In addition, the paint shall show no skinning, gelling or hardening on the surface, nor hard settling upon storage in the sealed containers, that will affect the performance of the product.

Inspection and Testing:

More detailed information concerning these materials is available by contacting the Department's Materials and Research Section, (302) 760-2400.

Upon notification of award, it shall be the responsibility of the vendor to contact the Department's Materials and Research Section to arrange for sampling and testing of approved materials.

All samples required by the Department's Materials and Research Section shall be supplied by the vendor 30 days prior to use in amounts and sizes indicated, at no cost to the Department.

Preparation of Road Not Previously Marked:

The Contractor shall layout the position of the line to be marked. If the Project Coordinator determines that there is a seam in the pavement, which can be used as a guide for applying the pavement marking materials, no payment for layout work will be made.

Method of Measurement:

The quantity of pavement striping will be measured by the number of linear feet of pavement striping line placed on the pavement and accepted. The Contractor shall have on his equipment a suitable measuring device capable of determining the total number of "Linear Feet" of materials actually applied within a tolerance of $\pm 2\%$. This device shall be calibrated, at least, twice weekly during marking operations.

It shall be the Contractor's responsibility, when each road is completed to have recorded the length in "Linear Feet" and width in Inches of each line of material applied, and at the end of each day to provide the data to the Project Coordinator.

The quantity of layout work for roadway not previously marked will be measured by the number of linear feet of roadway marked.

Basis of Payment:

The quantity of pavement striping payment will be paid for at the Contract unit price per linear foot. Price and payment shall include constitute full compensation for supplying and applying the marking material and for all labor, test, protection, equipment, tools, manipulation, supplying maintenance of traffic, and incidentals necessary to complete the item of work to the satisfaction of the Department.

The quantity of Layout Work for Roadway Not Previously marked will be paid for at the Contract unit price per linear foot. Price and payment shall constitute full compensation for all labor, protection, equipment, tools, supplying maintenance of traffic and incidentals necessary to complete the item of work to the satisfaction of the Department.

2/13/12

763563 - PERFORMANCE AND PAYMENT BOND

Description:

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

Method of Measurement:

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

Basis of Payment:

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

6/12/98

PROJECT NOTES

CONTRACT DOT1207-PAVEMRK_LONGLN

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION SOLUTIONS
PAVEMENT MARKING PROGRAM
LONG LINE

CONTRACT NO. DOT1207-PAVEMRK_LONGLN

GENERAL DESCRIPTION:

This contract provides for the repainting of existing reflective pavement markings and a minor amount of placement where the line is completely worn out or has not previously existed.

The Contractor shall furnish the fast dry paint; the glass spheres; and all labor, equipment and incidentals necessary to apply pavement markings in a safe and efficient manner.

It is expected that there will not be a break in the program. However it is dependent wholly upon the rate at which the work is completed.

The contractor is hereby notified that, at least, some of the materials used on the contract and the waste generated there from or thereby is hazardous and must be handled in strict accordance with the environmental rules and laws of this State. The contractor is fully and wholly responsible for obtaining any necessary permits and for strictly complying with said rules and laws during the life of this project.

There may be several roadway construction and/or pavement marking projects whose contractors are performing similar work as part of their overall contract during the life of this contract.

In District I, Interstate, U.S., and Delaware Routes may, at the Departments discretion, be painted at night. The night work may also include work on some other major high volume roads (see Maintenance of Traffic Night Work).

STANDARD SPECIFICATIONS:

The specifications entitled "State of Delaware, Standard Specifications, dated August 2001", hereinafter referred to as the Standard Specifications, and the Special Provisions contained herein, shall govern the work to be performed under this contract.

The Special Provisions represent modifications and revisions to the Standard Specifications and whenever the Special Provisions differ from the Standard Specifications, these Special Provisions shall govern.

BIDDING PROCEDURE AND CONTRACT AWARD:

The Delaware Department of Transportation will accept bids on Contract No. DOT1207-PAVEMRK_LONGLN District I, and Contract No. DOT1207-PAVEMRK_LONGLN District II.

The award of the contract or contracts will be based upon a comparison of the total of the lowest acceptable bids received for each of the individual contracts, bid separately.

SUBMISSION OF PROPOSALS:

Bidders must submit proposals upon forms provided by the Department.

A bidder must bid on each and every item of each contract upon which they bid. Each contract will be bid in its entirety as an itemized lump sum contract.

Proposals must be submitted in a separate envelope, and the envelope clearly marked "Proposal for Division of Transportation Solutions Contract No. DOT1207-PAVEMRK_LONGLN District I or Contract No. DOT1207-PAVEMRK_LONGLN District II, whichever applies.

LENGTH OF CONTRACT:

The period of this contract is from the date of "Execution" for three (3) calendar years. The Department also reserves the right, if deemed necessary, to a one-time increase in funding 50% above the awarded amount.

CONTRACT EXTENSION:

The successful bidder may extend the contract price to any other State or Local agency during the contract period if it is agreeable with both parties.

PRICE ADJUSTMENT:

Extension to future years is dependent on legislative appropriations for these Fiscal Years and agreement on succeeding year's pricing as described herein. The bid prices in the contract must be guaranteed for the first year of the contract. In future year contract extensions, the vendor may request an increase in unit prices. The vendor will be required to request any price increases prior to the extension of the contract. The bid prices in the contract extension shall be guaranteed for the period of the contract extension. If the difference requested exceeds the change in the Nationwide All Urban Consumer Price Index (CPI-U), U.S. city average for the same period, approval of any price adjustment offered the vendor above the CPI-U will be at the discretion of the Director, Transportation Solutions. The Department retains the right to cancel the future year extension if any acceptable agreement cannot be reached with the vendor on the price adjustment. This contract may be extended for such period, quantities and time as is mutually agreeable between both parties

RIGHTS TO TERMINATE THE CONTRACT:

The Department reserves the right to terminate the contract for failure to meet the provisions of the contract.

ALTERATION OF PLANS OR CHARACTER OF WORK:

The Department reserves the right to increase or decrease any or all of the quantities as shown in the bid schedule.

The quantities given in the proposal are approximate only and will be the basis for comparing bids.

Any increase or decrease in quantities and/or any additions or omissions of placement sites on this contract shall not be cause for any increase or decrease of contract unit prices bid. Subsection 109.05 and 109.06 of the Standard Specifications does not apply.

MATERIALS:

The contractor shall supply the paint (pigment binder) and glass spheres as specified in this contract.

Materials to be used shall be approved by the Project Coordinator as being among those as listed on the Approved Materials List. Proper labels and paperwork will be required as proof.

More detailed information concerning these materials is available by contacting the Department's Materials and Research Section, (302) 760 2400.

Upon notification of award, it shall be the responsibility of the vendor to contact the Department's Materials and Research Section to arrange for sampling and testing of approved materials.

All samples required by the Department's Materials and Research Section shall be supplied by the vendor 30 days prior to use in amounts and sizes indicated, at no cost to the Department.

BASE OF OPERATIONS:

The contractor must provide his own base of operations; he cannot store any equipment, materials, or supplies necessary for this contract on State property.

Any work on any equipment or any transfer of materials among vehicles shall not take place in any highway yard.

SUBMISSION OF INVOICE:

An invoice for each work site shall be submitted to the State of Delaware, Department of Transportation, Division of Transportation Solutions, Signs/Markings section, 14 Sign Shop Road, Dover, Delaware 19901.

Each of the areas listed under "Placement Sites" will be considered as a unit of work. Payment will be on a monthly basis for each separate unit of work complete in place and accepted.

LOCATION OF WORK SITES:

Delaware Route 6 will be the boundary between Traffic District I to the north and Traffic District II to the south. The Project Coordinator will assign other roads that cross the boundary line.

The work sites assigned under Contract No. DOT1207-PAVEMRK_LONGLN District I will be in District I.

The work sites assigned under Contract No. DOT1207-PAVEMRK_LONGLN District II will be in District II.

Sites, in addition to those listed herein, will be determined throughout the duration of the contract.

If a single contractor is working in both Districts, a full markings team is required in each District from the first day of work in each District until 85% of the assigned work is completed.

The contractor may not consolidate both crews in one District or change work crews between or within Districts without written permission.

Upon written application by the contractor, the Project Control Officer will review release of one markings team after both Districts have been 85% completed.

CONSTRUCTION SAFETY AND HEALTH STANDARDS:

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the contractor and any other subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926 published in the Federal Register on December 16, 1972), as amended from time to time.

INSURANCE AND RESPONSIBILITY FOR INJURY OR DAMAGE CLAIMS:

The Contractor shall not commence work under this contract until full evidence of insurance is provided in the form of a certificate or certificates, against all liabilities, damages, and accidents as more fully set forth herein.

Satisfactory evidence of all insurance coverage, including special endorsements and bonds when required, shall be forwarded to the Division of Transportation Solutions for review when submitting the executed contract. Certified copies of any policies may be required at any time in addition to the certificate(s) furnished.

All certificates of insurance shall contain a provision whereby the Division, or their nominee, will receive ten (10) days' prior written notice of any material change in or cancellation of coverage.

All insurance policies required shall be maintained in full force until all work under this contract is completed, as evidenced by the formal acceptance thereof, in writing, by the Division.

The insurance companies indicated in the certificates shall be authorized to do business in the State of Delaware and shall be acceptable to the Division of Transportation Solutions.

No separate payment will be made for furnishing the insurance specified herein. The costs of such coverage shall be included in the prices bid for the various items scheduled in the Proposal.

Neither approval by the Division, nor a failure to disapprove insurance certificates furnished by the contractor shall release the contractor from full responsibility for all liability as set forth in the indemnification clauses stated herein below.

The minimum requirements of insurance to be carried by the contractor shall be as follows:

A. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE

Bodily Injury Liability with a limit of Two Hundred Fifty Thousand Dollars (\$250,000) liability for all damages arising out of personal injuries to or death of one person and, subject to that limit for each person, a total (or aggregate) limit of Five Hundred Thousand Dollars (\$500,000) liability for all damages arising out of personal injury to or death of two or more persons in any one occurrence; and Property Damage Liability with a limit of Two Hundred Fifty Thousand Dollars (\$250,000) liability for all damages of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of Five Hundred Thousand Dollars (\$500,000) liability for all damages arising out of injury to, destruction of, or loss of use of property during the policy period.

If any part of the work under this contract is to be performed by a subcontractor, the prime contractor shall carry on his own behalf Contractor's Protective Liability Insurance for both Bodily Injury and Property Damage Liability for the same limits as specified above. Complete Operations coverage shall be indicated on the certificate for the same limits as above for both Bodily Injury and Property Damage Liability.

The certificates shall further indicate the acceptance by the insurance carrier of the indemnification clauses set forth below.

B. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

To provide coverage for all owned, non owned and leased vehicles. Limits of liability to be Two Hundred Fifty Thousand Dollars (\$250,000) for each person and Five Hundred Thousand (\$500,000) for each occurrence for Bodily Injury Liability and Two Hundred Fifty Thousand Dollars (\$250,000) for each accident for Property Damage Liability.

C. WORKMAN'S COMPENSATION INSURANCE

Statutory as required by the Workmen's Compensation Laws of the State of Delaware.

MAINTENANCE OF TRAFFIC:

No separate payments will be made for maintenance of traffic cost. For the purpose of this contract, these are considered incidental to the bid work orders.

Traffic shall be maintained at all times in accordance with Subsections 104.09, 107.07, and 104.02 of the Standard Specifications.

All work shall be performed in a manner that will reasonably provide the least practicable obstruction to all road users, including vehicular, pedestrian, and bicycle traffic, and shall conform to the requirements of the Delaware Manual on Uniform Traffic Control Devices, Part 6, including all revisions up to the date of advertisement for bids.

All crewmembers shall wear, at all times, a Class Two safety vest that meets the ANSI 107 - 2004 standard requirements.

The Division of Transportation Solutions District Safety Officer or an authorized representative of the Department, prior to the start of work must approve all vehicles, equipment, and traffic control devices used on this contract.

The contractor shall be responsible for furnishing, placing and relocating portable signs and devices to safely protect workers, equipment and fresh (wet) markings from traffic. The contractor will be held fully liable for paint getting on vehicles when the line has not been protected correctly.

For the purposes of this contract, "dry" is defined as no tracking of a painted line when an automobile crosses the line.

Three working days will be allowed for equipment approval after which time Liquidated Damages for Failure to Pursue the Work will be assessed. (See Liquidated Damages.)

The required signs and warning devices for this contract shall be on the site prior to the beginning of the work.

All traffic control devices will remain the property of the contractor.

The contractor must plan the work so that no lanes of traffic are closed or seriously hindered from Friday noon to Monday noon, or from noon on the last working day before a holiday until noon of the first working day after a holiday, unless previously approved by the Project Coordinator.

Some signs and devices may be carried on mobile equipment.

One way traffic will be permitted for limited distances only at the discretion of the Engineer.

All vehicles shall display flashing or rotating yellow lights, which are visible in all directions. All arrow boards must have controls so that the arrow may be switched without stopping the vehicle.

All vehicles shall be equipped with a Citizens Band transceiver for communication with the project coordinator.

Normal rush hour traffic conditions prohibit the placement of traffic markings from 6:00 to 9:00 AM and 3:00 to 7:00 PM on certain high volume roads. Work performed during these times will be restricted to those roads not subject to great rush hour peaks as determined by the Project Coordinator.

Night work is defined as any roadwork occurring between one half (1/2) hour after sunset and one half (1/2) hour before sunrise.

For night work:

Additional traffic control devices are required.

A minimum of six 3000-watt lights shall be used to illuminate the work area. These lights shall be positioned so they do not interfere with the traveling public. 1,000 watt Halogen or Quartz lights may be used in place of the 3,000 watt bulbs at the Project Coordinator's discretion.

The "WET PAINT" signs shall be constructed of prismatic retroreflective sheeting so as to be readable at night. One of the smaller follow trucks may lead the convoy at night at the Project Coordinator's direction.

The Department, at its discretion, may require night work on some major high volume roadways. The Department will consider night work on other roadways at its discretion.

AUTHORIZATION OF WORK:

All work assigned under this contract shall be authorized in writing signed by the Project Coordinator. Any unauthorized work will not be approved for payment.

WORKMANSHIP:

The contractor is required to perform the work called for in this contract to a high standard of workmanship.

The contractor shall be responsible for the complete preparation of the roadway surface as necessary for the product to be applied. At the project coordinators discretion a power broom may be required to insure the removal of dust, dirt, and other foreign matter immediately prior to the installation of the pavement marking material.

The contractor shall be the responsible for the application of pavement markings for all lanes of a roadway including the turn lanes, dotted lines (E.T's), and the edge lines at intersections.

Professional demeanor is required at all times. Actions toward Inspection staff or motorists including, but not limited to, intimidating or threatening gestures or words or unseemly language will be cause for requiring the permanent removal of the offending employees from this project.

On all highways the contractor shall paint from both sides of the machine whenever two lines are needed, or use two machines simultaneously, as long as traffic can be accommodated. This shall not require a reduction in marking speed.

Any application of marking materials which is defective or which is incorrectly located by the contractor shall be replaced at the sole expense of the contractor.

The contractor at no expense to the Department shall remove Paint and other materials spilled on the pavement.

The contractor shall carry a waste container so that any spilled paint or other material can be held for disposal.

Painting of any line over (6") in width must be accomplished by the use of more than one paint gun.

The contractor must be able to paint (10") gore lines off either side of the paint machine, but not necessarily simultaneously.

When painting interstate highways and limited access highways, special attention is required when painting in the areas of off and on ramps. The contractor will close his vehicles up so as not to allow traffic to cross lines to exit or enter the highway at ramps. The painting operations shall be required to stop to let paint dry at ramps to eliminate tracking of paint.

CONTROL AND INSPECTION:

The Departments Pavement Markings section will assign areas of work.

Upon receipt of the "award letter" the contractor must submit a list of required materials that he/she needs to order prior to the receipt of a Purchase Order, such as paint and glass beads, to insure that the application of pavement markings begin on the scheduled date. The Department will send written confirmation of those items that the contractor is authorized to purchase.

The contractor will be reimbursed for the approved materials that have been purchased, up to 20% of the total bid price of the contract, with the approval of the Engineer in charge should the contract be terminated by the State of Delaware.

An authorized representative of the Department shall be assigned as Project Coordinator and shall be present during each application of the material. Payment will not be made for any work done when said representative is not present.

The Department will advise the contractor of the order in which the work must be undertaken. The Department may revise the order up to two (2) working days prior to the start of the work on a roadway without penalty.

The provisions of Failure to Pursue the Work shall apply when the contractor does not perform the work in the order required by the Department.

The contractor shall begin work on the assigned units of work on or before the fifth (5th) working day (weather permitting) after notification to begin work, subject to the limitations set forth herein. Failure to begin work with the specified time shall be regarded as Failure to Pursue the Work. (See Liquidated Damages).

The contractor shall pursue the work within each District at a rate of at least \$60,000 per month during any period when work is assigned. After \$60,000 of work is completed in a District in any month and assigned work remains to be completed, work must continue at a rate of, at least, \$3,000 per day. Failure to comply with this paragraph is a Failure to Pursue the Work. (See Liquidated Damages).

Work completed in excess of \$60,000 is not cumulative and may not be carried over to the next month.

Should it be necessary to halt the work because of incorrect or unsatisfactorily applied pavement markings under the terms of this contract, a Failure to Pursue the Work shall have occurred. (See Liquidated Damages.)

Should the contractor fail to provide adequate protection to the surroundings of the work site or should the operations be carried out in such a way as to allow or cause damage to any roadway, street, sidewalk, the property of any utility or other private or public property, the Liquidated Damages for Failing to Protect the Work Site may be assessed from the time the contractor is notified of the condition until he completes the repair. (See Liquidated Damages).

Should the repairs not be undertaken or should it be necessary for the Department to protect the area and/or make the repairs, the costs shall be deducted from the monies due the contractor.

The standard workday is 7 1/2 hours for normal daytime operations 8:00 A.M. to 4:00 P.M., 1/2 hour lunch.

The standard workday when night work is authorized and scheduled is 9:00 P.M. to 5:00 A.M. Sunday night/Monday morning through Thursday night/Friday morning.

If the contractor wishes to work a longer day, the rate of work will be increased by \$400 per hour for each hour or fraction thereof the Projector Coordinator is at a work site.

Unless prior arrangements in writing or documented in Project Coordinator's Diary have been made between the contractor and the Project Coordinator, the Department's representative will not wait past one (1) hour from the start of the standard work day or the agreed upon time. Should the situation arise where the contractor is not available for work within that one hour, the Projector Coordinator may be given a different assignment for that day and in such event no work under this contract shall be pursued for that day. For every such occurrence provisions for Failure to Pursue the Work shall apply. (See Liquidated Damages).

Authorization for longer workdays and work on non working days shall be at the discretion of the Project Coordinator.

OUT OF SEQUENCE WORK:

From time to time during normal working hours, the contractor may be required to provide a work force at a particular job site on less than ten days notice or while working on a unit of work at a different job site.

As long as the total value of the out of sequence work in any one month is less than \$4,000, compensation will not be increased for that out of sequence work.

The contractor must pursue out of sequence work within one working day of its being assigned or the provisions of Failing to Pursue the Work shall apply.

LIQUIDATED DAMAGES:

The available work must be completed and billed to the Department by the contractor at the minimum rate of \$60,000 per calendar month. In any month when the contractor fails to have completed work at the required rate, Liquidated Damages in the amount of \$750.00 per workday may be assessed until the required amount of work is completed and billed.

If workdays are lost due to weather or legal holidays, the required average rate of work per month will be reduced by \$3,000 per workday lost.

Failure to Pursue the Work or Failure to Protect the Work Site shall cause Liquidated Damages in the amount of \$2,000.00 per workday to be assessed.

In any month when the work performed is less than 90% of the required amount, a review for default on the bond will be made.

In any month when the work performed is less than 75% of the required amount, the contractor shall show cause as to why the bond shall not be declared in default.

PATTERNS:

This contract shall include all longitudinal lines but it shall not include diagonal lines or transverse lines.

Lines shall be (5"), (10"), dotted, skip or solid, as required herein or as specified by the engineer.

The typical skip pattern is a (40ft.) cycle made up of a (10ft.) painted surface and a (30ft.) space. The typical pattern for dotted lines (ET'S) is a (8ft.) cycle made up of a (2ft.) painted surface and a (6') space. The Project Coordinator may require other patterns.

METHOD OF MEASUREMENTS OF APPLIED MATERIALS:

The contractor shall have on his equipment a suitable measuring device capable of determining the total number of "Linear Feet" of materials actually applied within a tolerance of +/- 2%. This device shall be calibrated, at least, twice weekly during marking operations.

It shall be the contractor's responsibility, when each road is completed to have recorded the length in "Linear Feet", and width in Inches of each line of material applied, and at the end of each day to provide the data to the Project Coordinator.

BASIS OF PAYMENT FOR APPLIED MATERIALS:

Pavement Markings as required in this contract in place, accepted and measured as required, will be paid for at the contract unit price bid per "Linear Foot" by line width, which price and payment shall constitute full compensation for supplying and applying the marking material and for all labor, tests, protection, equipment, tools, manipulation and incidentals necessary to protect the operation from traffic and to complete the item of work to the satisfaction of the Department.

Adjustments to monies due the contractor will be made as provided herein. Specific attention is called to the section concerning application of materials, adjustments for applications outside of tolerance.

Such payment shall not relieve the contractor from obligations incurred in warranting the quality of the workmanship provided at the job site. Final acceptance, as evidenced in writing after the completion of the entire contract or at such time as a practical determination of the quality of the workmanship can be made by the Department, will be necessary before any bonds or parts of bonds will be released.

PREPARATION OF ROAD NOT PREVIOUSLY MARKED:

The contractor shall layout the position of the line to be marked. If the Project Coordinator determines that there is a seam in the pavement, which can be used as a guide for applying the pavement marking materials, no payment for layout work will be made.

METHOD OF MEASUREMENT LAYOUT:

The number of Linear Foot of roadway marked for placement shall be determined.

BASIS OF PAYMENT FOR LAYOUT:

Layout for pavement marking application as required in this contract in place, accepted and measured as required, will be paid for at the contract unit price bid per Feet for Layout Work, which price and payment shall constitute full compensation for all labor, protection, equipment, tools, and incidentals necessary to protect the operation from traffic and to complete the item of work to the satisfaction of the Department.

MAINTENANCE OF TRAFFIC

FREEWAY, for the purpose of this contract, Freeway roads will consist of I-95, I-295, I-495, DE Route 1 from De Route 7 to the Dover Air Force Base, and De Route 141 from Commons Boulevard to DE Route 2.

It shall be the responsibility of the contractor to provide a State Police escort and a Portable Changeable Message Sign (PCMS) for all work performed on freeway roads and ramps. Work will not be allowed if police escort and a PCMS are not present.

Moving operations shall be performed in accordance with the following Typical Applications from the Delaware Manual on Uniform Traffic Control Devices:

For two lane roadways, Typical Application 17A

For multilane roadways, Typical Application 35B

For Freeways with more than two lanes in one direction, Typical Application 35D (closing one lane)

For Freeways with more than two lanes in one direction, Typical Application 35F (closing more than one lane). Additional vehicles are required when closing more than two lanes.

Note: Typical Applications are subject to change based on public comment.

PLACEMENT SITES

The project coordinator will assign the sites on a bi-weekly basis.

MOT CASES

Notes for Figure 6H-17A—Typical Application 17A
Mobile Striping Operations on a Two-Lane Road with a Single Convoy
(Delaware Revision)

Standard:

1. Except as provided in Figure 6H-17B (separate cone recovery convoy), a minimum of five vehicles shall be used for the mobile striping operation convoy.
2. Flags and/or flashing lights shall be mounted on the gun carriages whenever the carriages extend 1 foot or more beyond the width of the application vehicle.
3. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.
4. Shadow and application vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.
5. If an arrow board is used, it shall be used in the caution mode.

Guidance:

6. *Where drivers emerging from an intersecting roadway will not encounter a shadow vehicle prior to the work area, a stationary warning sign should be placed on the intersecting road.*
7. *Whenever adequate stopping sight distance exists to the rear, the shadow vehicles should maintain the minimum distance from the preceding vehicle and proceed at the same speed. The shadow vehicles should slow down in advance of vertical or horizontal curves that restrict sight distance.*

Option:

8. The minimum distance between the shadow vehicles may vary according to terrain, paint drying time, and other factors, such as the manufacturer's recommendations for the truck-mounted attenuator.
9. Additional shadow vehicles to warn and reduce the speed of oncoming or opposing vehicular traffic may be used. Law enforcement vehicles may be used for this purpose.
10. Arrow boards may be omitted from work vehicles that cannot support the installation of an arrow board.

Support:

11. Shadow vehicles are used to warn motor vehicle traffic of the operation ahead.

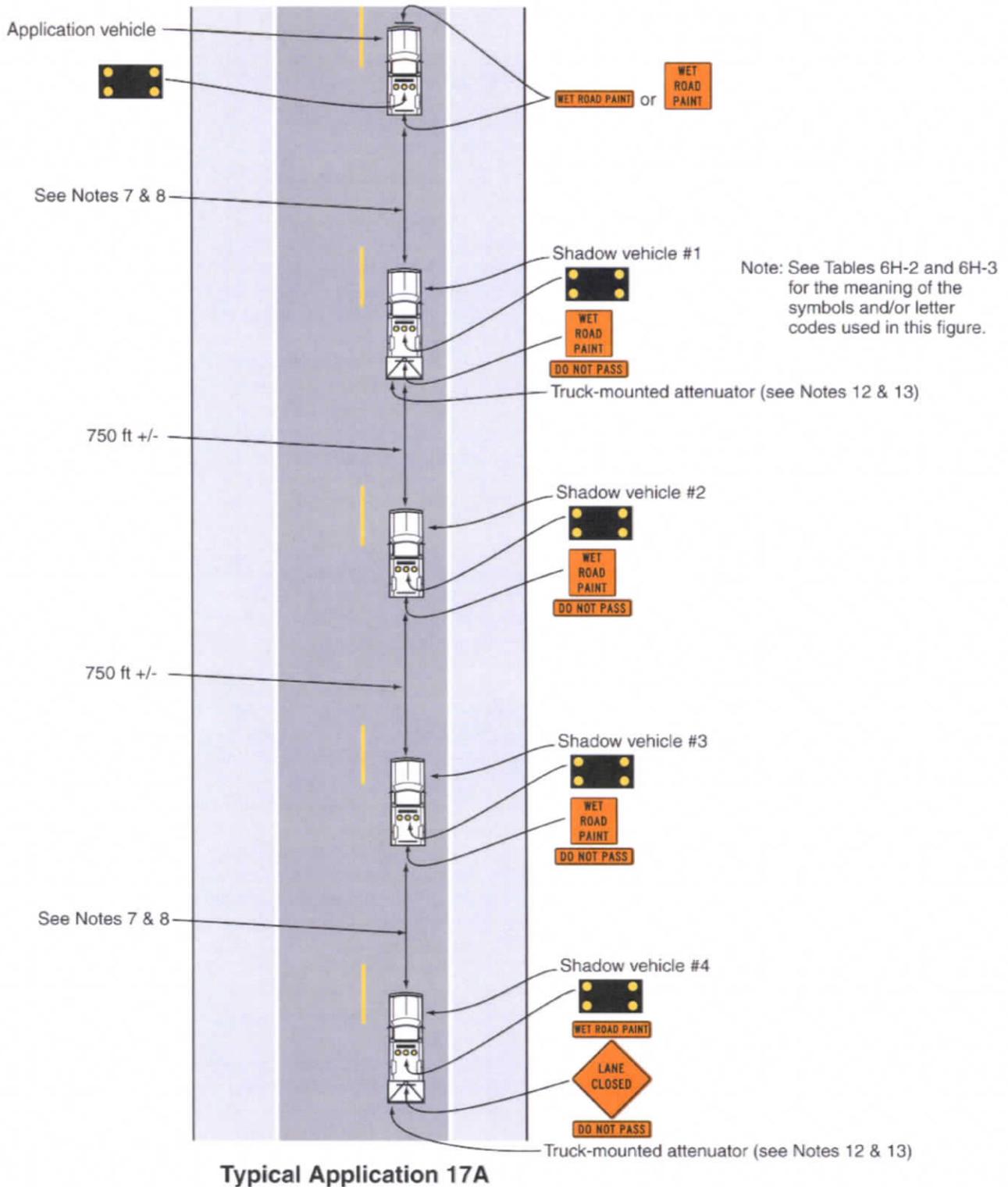
Standard:

12. **Shadow Vehicles 1 and 4 shall be equipped with truck-mounted attenuators for mobile operations on roadways with a posted speed limit or 85th-percentile speed greater than 40 mph.**

Option:

13. Truck-mounted attenuators may be used for mobile operations along roadways with a posted speed limit or 85th-percentile speed less than or equal to 40 mph.

Figure 6H-17A. Mobile Striping Operations on a Two-Lane Road with a Single Convoy (TA-17A)
(Delaware Revision)



Notes for Figure 6H-35B—Typical Application 35B
Mobile Striping Operations on a Multi-Lane, Divided Highway with a Single Convoy
(Delaware Revision)

Standard:

1. Except as provided in Figure 6H-35C (separate cone recovery convoy), a minimum of five vehicles shall be used for the mobile striping operation convoy.
2. Arrow boards on the shadow vehicles shall, at a minimum, be Type B, with a size of 60 x 30 inches.
3. Flags and/or flashing lights shall be mounted on the gun carriages whenever the carriages extend 1 foot or more beyond the width of the application vehicle.
4. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.
5. Shadow and application vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.
6. An arrow board shall be used when a lane is closed. When more than one lane is closed, a separate arrow board shall be used for each closed lane.
7. When a side road or entrance ramp intersects the highway within the TTC zone, additional TTC devices shall be placed as needed.

Guidance:

8. *Vehicles used for these operations should be made highly visible with appropriate equipment, such as signs or arrow boards.*
9. *Work should normally be accomplished during off-peak hours to the extent practical.*
10. *Whenever adequate stopping sight distance exists to the rear, the shadow vehicles should maintain the minimum distance from the preceding vehicle and proceed at the same speed. The shadow vehicles should slow down in advance of vertical or horizontal curves that restrict sight distance.*

Option:

11. The minimum distance between the shadow vehicles may vary according to terrain, paint drying time, and other factors, such as the manufacturer's recommendations for the truck-mounted attenuator.
12. Additional shadow vehicles to warn and reduce the speed of oncoming or opposing vehicular traffic may be used. Law enforcement vehicles may be used for this purpose.
13. Arrow boards may be omitted from work vehicles that cannot support the installation of an arrow board.

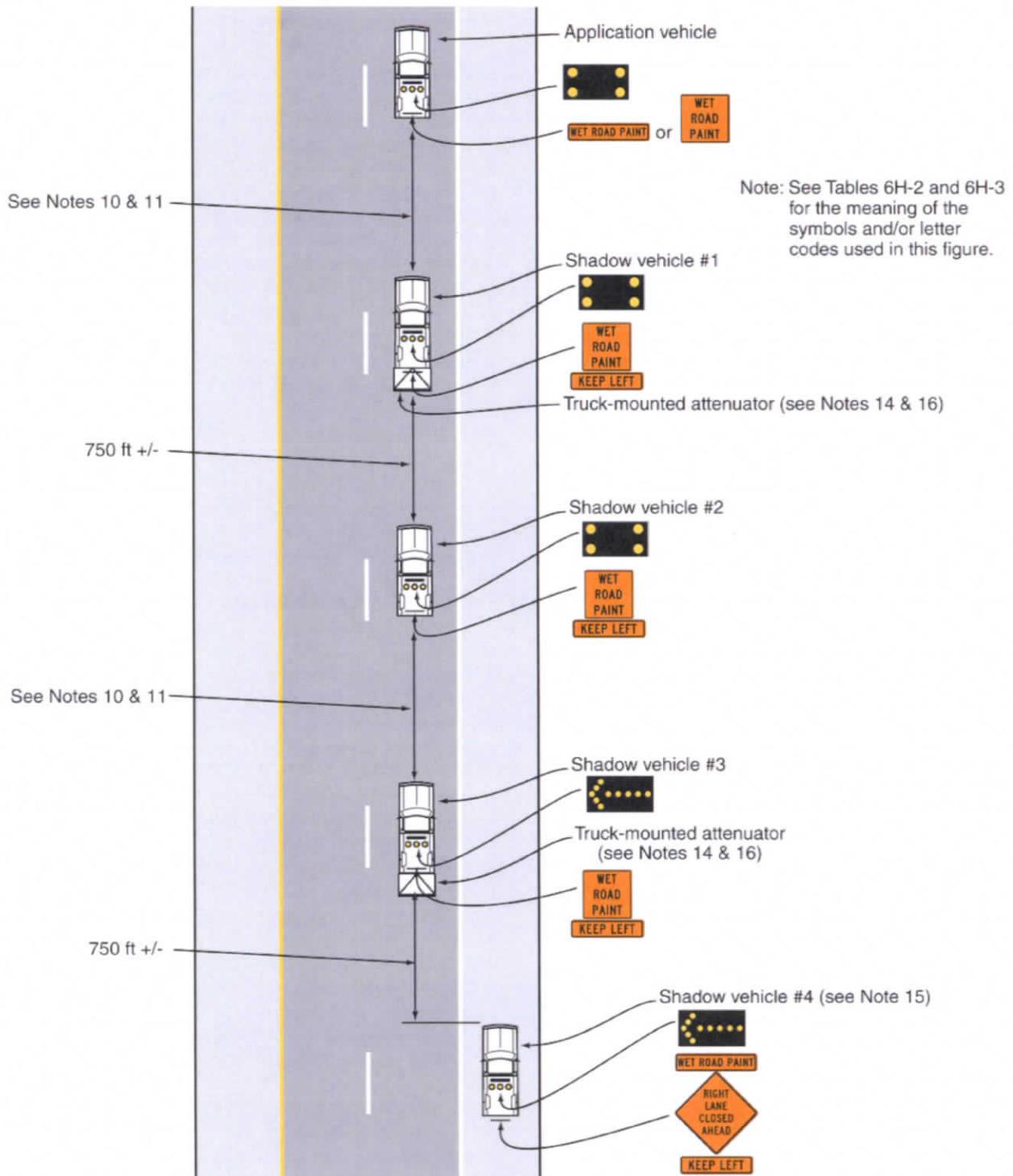
Standard:

14. **Shadow Vehicles 1 and 3 shall be equipped with truck-mounted attenuators for mobile operations on roadways with a posted speed limit or 85th-percentile speed greater than 40 mph.**
15. **Where the shoulder width cannot accommodate a shadow vehicle, Shadow Vehicle 4 shall be equipped with a truck-mounted attenuator and positioned in the adjacent travel lane.**

Option:

16. Truck-mounted attenuators may be used for mobile operations along roadways with a posted speed limit or 85th-percentile speed less than or equal to 40 mph.

Figure 6H-35B. Mobile Striping Operations on a Multi-Lane, Divided Highway with a Single Convoy (TA-35B) (Delaware Revision)



Typical Application 35B

Notes for Figure 6H-35D—Typical Application 35D
Mobile Striping Operations on an Interstate, Freeway, or Expressway
with a Single Lane Closure and a Single Convoy
(Delaware Revision)

Standard:

1. Except as provided in Figure 6H-35E (separate cone recovery convoy), a minimum of six vehicles shall be used for the mobile striping operation convoy.
2. Arrow boards on the shadow vehicles shall, at a minimum, be Type B, with a size of 60 x 30 inches.
3. Flags and/or flashing lights shall be mounted on the gun carriages whenever the carriages extend 1 foot or more beyond the width of the application vehicle.
4. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.
5. Shadow and application vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.
6. An arrow board shall be used when a lane is closed. When more than one lane is closed, a separate arrow board shall be used for each closed lane.
7. When a side road or entrance ramp intersects the highway within the TTC zone, additional TTC devices shall be placed as needed.
8. A law enforcement vehicle shall supplement the convoy on interstates, freeways, and expressways.

Guidance:

9. Closing an interior lane only on a directional roadway with three or more lanes is strongly discouraged because of worker safety and driver expectancy concerns associated with permitting high-speed traffic on both sides of the work space. When an interior lane is closed, an adjacent lane should also be considered for closure.
10. Vehicles used for these operations should be made highly visible with appropriate equipment, such as signs or arrow boards.
11. Work should normally be accomplished during off-peak hours to the extent practical.
12. Whenever adequate stopping sight distance exists to the rear, the shadow vehicles should maintain the minimum distance from the preceding vehicle and proceed at the same speed. The shadow vehicles should slow down in advance of vertical or horizontal curves that restrict sight distance.

Option:

13. The minimum distance between the shadow vehicles may vary according to terrain, paint drying time, and other factors, such as the manufacturer's recommendations for the truck-mounted attenuator.
14. Arrow boards may be omitted from work vehicles that cannot support the installation of an arrow board.
15. Shadow Vehicle 7 may be used where adequate shoulder width is available to display a portable changeable message sign.

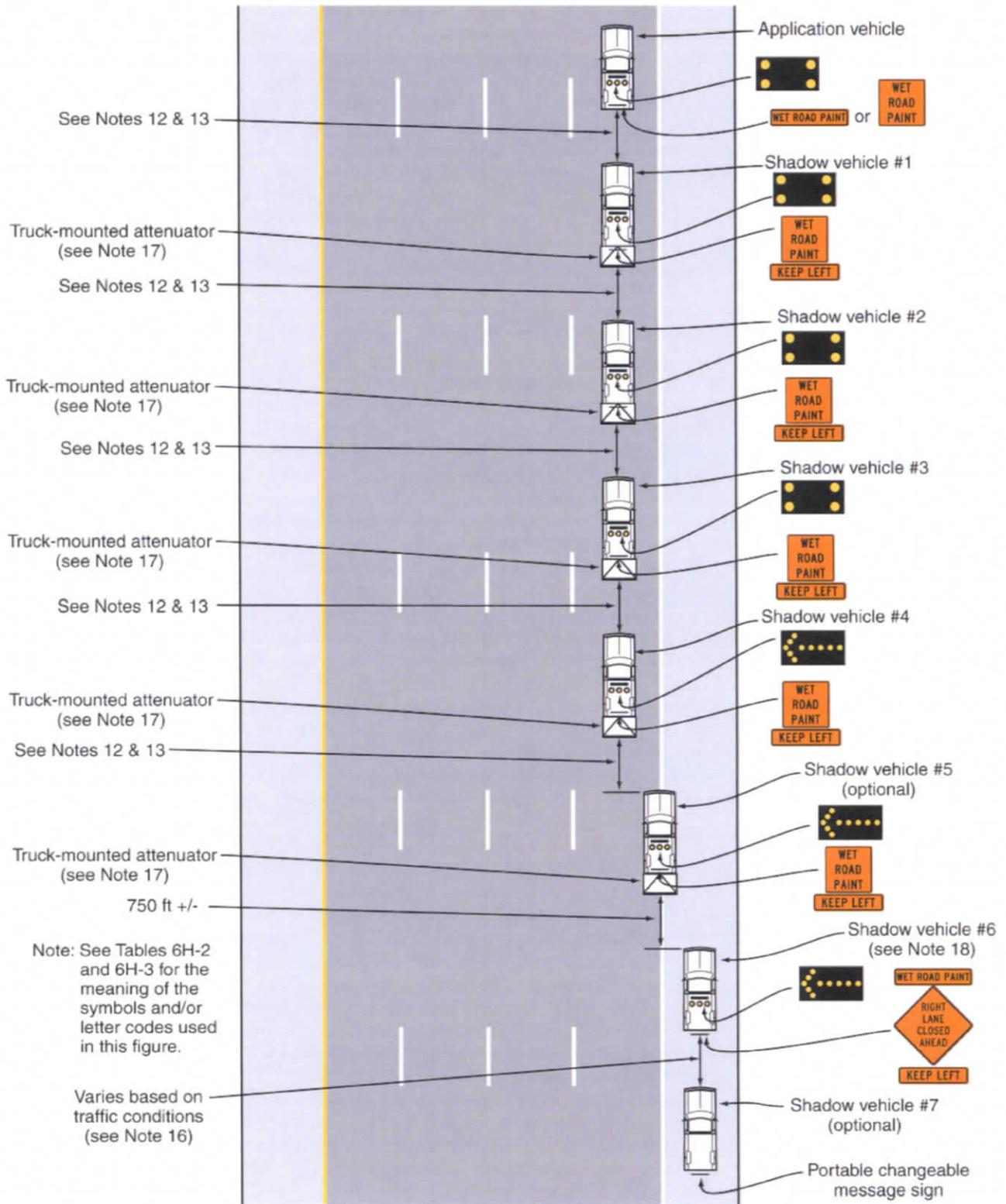
Guidance:

16. If used, Shadow Vehicle 7 should be located upstream of queued traffic to advise motorists of the potential for stopped vehicles.

Standard:

17. Shadow Vehicles 1, 2, 3, and 4 shall be equipped with truck-mounted attenuators for mobile operations on roadways with a posted speed limit or 85th-percentile speed greater than 40 mph. If used, Shadow Vehicle 5 shall also be equipped with a truck-mounted attenuator.
18. Where the shoulder width cannot accommodate a shadow vehicle, Shadow Vehicle 6 shall be equipped with a truck-mounted attenuator and positioned in the adjacent travel lane.

**Figure 6H-35D. Mobile Striping Operations on an Interstate, Freeway, or Expressway with a Single Lane Closure and a Single Convoy (TA-35D)
(Delaware Revision)**



Typical Application 35D

Notes for Figure 6H-35F—Typical Application 35F
Mobile Striping Operations on an Interstate, Freeway, or Expressway
with a Double Lane Closure and a Single Convoy
(Delaware Revision)

Standard:

1. Except as provided in Figure 6H-35G (separate cone recovery convoy), a minimum of six vehicles shall be used for the mobile striping operation convoy.
2. Arrow boards on the shadow vehicles shall, at a minimum, be Type B, with a size of 60 x 30 inches.
3. Flags and/or flashing lights shall be mounted on the gun carriages whenever the carriages extend 1 foot or more beyond the width of the application vehicle.
4. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.
5. Shadow and application vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.
6. An arrow board shall be used when a lane is closed. When more than one lane is closed, a separate arrow board shall be used for each closed lane.
7. When a side road or entrance ramp intersects the highway within the TTC zone, additional TTC devices shall be placed as needed.
8. A law enforcement vehicle shall supplement the convoy on interstates, freeways, and expressways.

Guidance:

9. *Closing an interior lane only on a directional roadway with three or more lanes is strongly discouraged because of worker safety and driver expectancy concerns associated with permitting high-speed traffic on both sides of the work space. When an interior lane is closed, an adjacent lane should also be considered for closure.*
10. *Vehicles used for these operations should be made highly visible with appropriate equipment, such as signs or arrow boards.*
11. *Work should normally be accomplished during off-peak hours to the extent practical.*
12. *Whenever adequate stopping sight distance exists to the rear, the shadow vehicles should maintain the minimum distance from the preceding vehicle and proceed at the same speed. The shadow vehicles should slow down in advance of vertical or horizontal curves that restrict sight distance.*

Option:

13. The minimum distance between the shadow vehicles may vary according to terrain, paint drying time, and other factors, such as the manufacturer's recommendations for the truck-mounted attenuator.
14. Arrow boards may be omitted from work vehicles that cannot support the installation of an arrow board.
15. Shadow Vehicle 7 may be used where adequate shoulder width is available to display a portable changeable message sign.

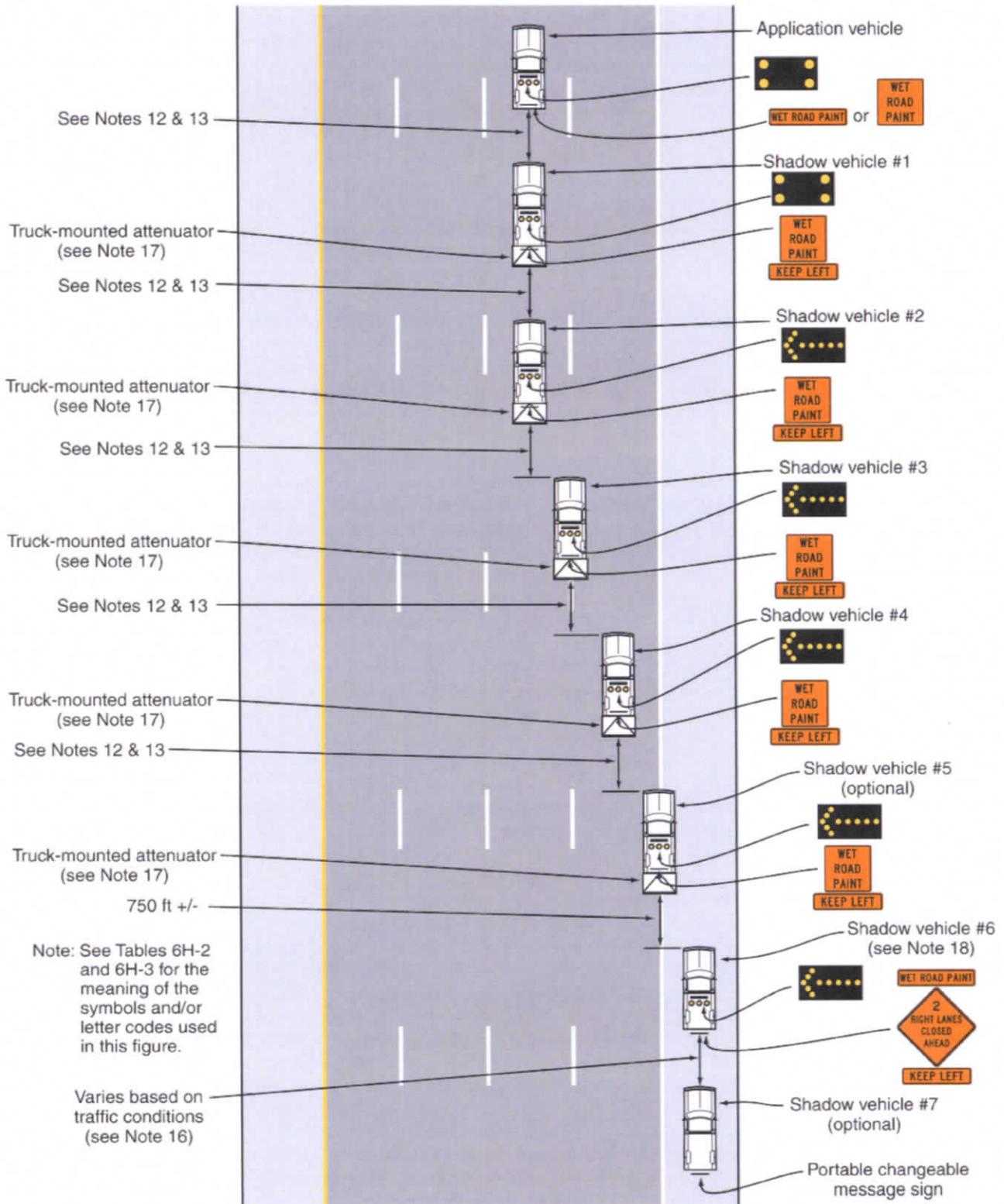
Guidance:

16. *If used, Shadow Vehicle 7 should be located upstream of queued traffic to advise motorists of the potential for stopped vehicles.*

Standard:

17. Shadow Vehicles 1, 2, 3, and 4 shall be equipped with truck-mounted attenuators for mobile operations on roadways with a posted speed limit or 85th-percentile speed greater than 40 mph. If used, Shadow Vehicle 5 shall also be equipped with a truck-mounted attenuator.
18. Where the shoulder width cannot accommodate a shadow vehicle, Shadow Vehicle 6 shall be equipped with a truck-mounted attenuator and positioned in the adjacent travel lane.

**Figure 6H-35F. Mobile Striping Operations on an Interstate, Freeway, or Expressway with a Double Lane Closure and a Single Convoy (TA-35F)
(Delaware Revision)**



Typical Application 35F

CANNOT BE
BID PROPOSAL FORMS
USED FOR
CONTRACT DOT1207-
PAVEMRK_LONGLN
BIDDING

CONTRACT ID: DOT1207-PAVEMRK_LONGLN

PROJECT(S): ZDOT1207

All figures must be typewritten.

CONTRACTOR : _____

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

SECTION 0001 DISTRICT I LONG LINE CONTRACT

0010	748613 LAYOUT WORK FOR ROADWAY NOT PREVIOUSLY MARKED	LF	1000.000			
0020	748744 WHITE CENTERLINE, 5"	LF	1462209.000			
0030	748745 YELLOW CENTERLINE, 5"	LF	3798491.000			
0040	748746 WHITE EDGE LINE, 5"	LF	3886482.000			
0050	748747 YELLOW EDGE LINE, 5"	LF	1521871.000			
0060	748748 WHITE GORE LINE, 10"	LF	12379.000			
0070	748749 WHITE GORE LINE, TURNPIKE, 10"	LF	19768.000			
0080	748750 WHITE CENTERLINE, TURNPIKE, 5"	LF	18048.000			
0090	748751 WHITE EDGE LINE, TURNPIKE, 5"	LF	32976.000			

CANNOT BE
USED FOR
BIDDING

CONTRACT ID: DOT1207-PAVEMRK_LONGLN PROJECT(S): ZDOT1207

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	748752 YELLOW EDGE LINE, TURNPIKE, 5"	35256.000 LF				
0110	748753 YELLOW GORE LINE, 10"	5000.000 LF				
0120	748754 YELLOW GORE LINE, TURNPIKE, 10"	5000.000 LF				
0130	763563 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP			
SECTION 0001 TOTAL						

SECTION 0002 DISTRICT II LONG LINE CONTRACT

0140	748613 LAYOUT WORK FOR ROADWAY NOT PREVIOUSLY MARKED	1000.000 LF				
0150	748744 WHITE CENTERLINE, 5"	2462209.000 LF				
0160	748745 YELLOW CENTERLINE, 5"	6486335.000 LF				
0170	748746 WHITE EDGE LINE, 5"	6574326.000 LF				
0180	748747 YELLOW EDGE LINE, 5"	2521871.000 LF				

CANNOT BE USED FOR BIDDING

CONTRACT ID: DOT1207-PAVEMRK_LONGLN

PROJECT(S): ZDOT1207

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0190	748748 WHITE GORE LINE, 10"	12379.000 LF				
0200	748749 WHITE GORE LINE, TURNPIKE, 10"	19768.000 LF				
0210	748750 WHITE CENTERLINE, TURNPIKE, 5"	18048.000 LF				
0220	748751 WHITE EDGE LINE, TURNPIKE, 5"	32976.000 LF				
0230	748752 YELLOW EDGE LINE, TURNPIKE, 5"	35256.000 LF				
0240	748753 YELLOW GORE LINE, 10"	5000.000 LF				
0250	748754 YELLOW GORE LINE, TURNPIKE, 10"	5000.000 LF				
0260	763563 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP			
	SECTION 0002 TOTAL					
	TOTAL BID					

CANNOT BE USED FOR BIDDING

CERTIFICATION

Contract No. DOT1207-PAVEMRK_LONGLN _

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

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

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

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

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

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

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

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

No.	Date								
-----	------	-----	------	-----	------	-----	------	-----	------

(FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)

Sealed and dated this _____ day of _____ in the year of our Lord two thousand and _____
(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. DOT1207-PAVEMRK_LONGLN , 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

