

STATE OF DELAWARE

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THE PROPOSAL IN ORDER TO
SUBMIT A BID.



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT DOT1312-HERB_APPL

HERBICIDE APPLICATION, NOXIOUS AND INVASIVE WEEDS

STATEWIDE

Advertisement Date: January 20, 2014

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, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time **February 18, 2014**.

**HERBICIDE APPLICATION, NOXIOUS AND INVASIVE WEEDS, STATEWIDE
STATEWIDE COUNTY**

GENERAL DESCRIPTION

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 labor and materials for THE INTENT OF THIS CONTRACT IS TO PROVIDE FOR APPLICATION OF HERBICIDE SOLUTIONS TO: ERADICATE NOXIOUS AND INVASIVE WEEDS SUCH AS CANADA THISTLE, JOHNSONGRASS, COMMON REED (PHRAGMITES SPP.), AND OTHER PLANTS AS DEFINED UNDER DELAWARE NOXIOUS WEED LAW (TITLE 3, CHAPTER 24, DELAWARE CODE) OR AT THE DISCRETION OF THE ROADSIDE ENVIRONMENTAL ADMINISTRATOR., 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 March 3, 2014.

PROSPECTIVE BIDDERS NOTES:

1. Bidders must Request a Plan-holder CD of the Official Plans and Specifications from the Department in Order to Submit a Bid. Bidders are requested to use the electronic bidding file, Expedite version 5.9a, provided on the Plan-holder CD. The installation file and instructions are also available on our Website at: http://www.deldot.gov/information/business/bids/const_proj_bid_info.shtml.

Bidders are reminded that their bid should include the completed electronic Expedite file on a CD, and MUST contain a paper file of your completed bid pages and required forms, with original signatures.

2. No retainage will be withheld on this contract.
3. The Department's External Complaint Procedure can be viewed on the DelDOT Website at; <http://www.deldot.gov/information/business/>.
4. Please note the Special Provision titled **Changes to Project Documents During Advertisement**.

**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
HOURL	Hour	N/A	h	Hour	HOURL
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, gender identity or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for

employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity or national origin."

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.

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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

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. 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

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/>

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.

CERTIFICATION PAGE - ENTRY FOR QUESTIONS AND ANSWERS

Insert the Date of the final Questions and Answers document where indicated on the Certification page. The final Date is near the top of the posted Questions and Answers form one day prior to Bid Date. This final 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.

CERTIFICATION PAGE - ENTRY FOR ADDENDA

Insert each issued Addendum number and date of the Addendum where indicated on the Certification page, indicating your bid includes all issued Addendums. Each Addendum number and date of the Addendum must be submitted on the Certification page.

735501 - HERBICIDE APPLICATION, NOXIOUS WEEDS

Description:

This work consists of furnishing and applying the herbicides to vegetation on the soil surface as directed by the Engineer.

Materials:

The herbicide (s) for treatment shall be selected by the contractor. Labels and Material Safety Data Sheets for the selected materials shall be submitted with the contractors bid.

Construction Methods:

All herbicides shall be applied in accordance with the EPA approved label. The herbicides shall not be applied within six (6) hours of rainfall.

Method of Measurement:

The quantity of herbicide application will be measured by the acre (hectare) of surface area treated with herbicide material.

Basis of Payment:

The quantity of herbicide application will be paid for at the Contract price per acre (hectare). Price and payment will constitute full compensation for furnishing all materials, applying the herbicide in aqueous solution, for all labor, equipment, tools, and incidentals to complete the work.

09/09/09

763643 - MAINTENANCE OF TRAFFIC – ALL INCLUSIVE

Description:

This item shall consist of furnishing, installing, maintaining and/or relocating the necessary temporary traffic control devices used to maintain vehicular, bicycle and pedestrian traffic, including persons with disabilities in accordance with the Americans with Disabilities Act, as amended. All work shall be performed in a manner that will provide reasonably safe passage with the least practicable obstruction to all users, including vehicular, bicycle and pedestrian traffic.

All requirements of the Delaware Manual on Uniform Traffic Control Devices (MUTCD), Part 6, herein referred to as the Delaware MUTCD. (latest edition with all revisions made up to the date of Advertisement of this project) shall apply for all temporary traffic control devices. Any, and all, control, direction, management and maintenance of traffic shall be performed in accordance with the requirements of the Delaware MUTCD, notes on the Plans, this specification, and as directed by the Engineer.

The Contractor shall be aware that the Case Diagrams and safety measures outlined in the Delaware MUTCD are for common construction situations and modifications may be warranted based on the complexity of the job. The Contractor shall submit justification for modifications to the Temporary Traffic Control Plan (TTCP) to the Engineer for approval prior to implementation.

The Department reserves the right to impose additional restrictions, as needed, for the operational movement and safety of the traveling public. The Department reserves the right to suspend the Contractor's operations until compliance with the Engineer's directive for remedial action, based on but not limited to the following reasons:

1. The Contractor's operations are not in compliance with the Delaware MUTCD, the specifications or the Plans.
2. The Contractor's operations have been deemed unsafe by the Traffic Safety Engineer or District Safety Officer.

Materials and Construction Methods:

The Contractor shall submit a Temporary Traffic Control Plan (TTCP) or a Letter of Intent to use the Plan recommended Delaware MUTCD Case Diagram(s) at or prior to the pre-construction meeting. The Contractor shall submit the TTCP for all Contractor and subcontractor work to be performed on the project for the Department's approval before the start of work.

When specified by a note in the Plans, the Contractor shall be required to have an American Traffic Safety Services Association (ATSSA) certified Traffic Control Supervisor on the project. The authorized designee must be assigned adequate authority, by the Contractor, to ensure compliance with the requirements of the Delaware MUTCD and provide remedial action when deemed necessary by the Traffic Safety Engineer or the District Safety Officer. The ATSSA certified Traffic Control Supervisor's sole responsibility shall be the maintenance of traffic throughout the project. This responsibility shall include, but is not limited to, the installation, operations, maintenance and service of temporary traffic control devices. Also required is the daily maintenance of a log to record maintenance of traffic activities, i.e., number and location of temporary traffic control devices; and times of installation, changes and repairs to temporary traffic control devices. The ATSSA Traffic Control Supervisor shall serve as the liaison with the Engineer concerning the Contractor's maintenance of traffic. The name, contact number and certification for the designated Traffic Control Supervisor shall be submitted at or prior to the pre-construction meeting. The cost of the ATSSA certified Traffic Control Supervisor shall be incidental to this item.

Temporary traffic control devices shall be maintained in good condition in accordance with the brochure entitled "Quality Guidelines for Temporary Traffic Control Devices", published by the American Traffic Safety Services Association (ATSSA). Any temporary traffic control devices that do not meet the quality guidelines shall be removed and replaced with acceptable devices. Failure to comply will result in work stoppage with time charges continuing to be assessed.

Any existing signs that conflict with any temporary or permanent construction signs shall be covered as needed or as directed by the Engineer. The cost for temporarily covering conflicting signs shall be incidental to this item.

Access to all transit stops located within the project limits shall be maintained unless otherwise directed by the Plans or the Engineer. Maintaining access shall include maintaining an area for the transit vehicle and also an accessible path for pedestrians to safely access the transit stop.

The Contractor shall notify the Engineer, in writing, no less than fourteen (14) calendar days prior to the start of any detour(s) and road closures. The Engineer will notify the following entities:

- Local 911 Center
- Local School Districts
- Local Post Offices
- DelDOT's Transportation Management Center (TMC)
- Town Managers
- Local Police
- DelDOT's Public Relations
- Delaware Transit Corporation (DTC)

Immediately prior to the implementation of any lane or road closures, the Engineer shall notify the DelDOT TMC at (302) 659-4600. Notifications shall also be provided when the closures are lifted. The Engineer shall notify TMC and the District Safety Officer if any lane closures cannot be removed prior to the end of the allowable work hours.

The Contractor shall notify the local 911 center if access to a fire hydrant is temporarily restricted. The Contractor shall provide written confirmation to the Engineer that the local 911 center has been notified.

If a detour is required during any part or the entire period of this Contract, an approved detour plan shall be obtained from the Department's Traffic Safety Section. All signs, barricades and other temporary traffic control devices required as part of the approved detour plan shall be installed and maintained by the Contractor on the route that is closed and on the detour route. Road closures without an approved detour plan shall not be allowed. If a road is closed without an approved detour plan, the Contractor's operations shall be stopped immediately.

The Contractor shall provide and maintain ingress and egress for each property abutting the construction area and each property located between the diversion points of any detour and the actual construction site. Construction activities which may temporarily or otherwise interfere with property access shall be coordinated in advance with the affected property owners.

The Contractor shall conduct construction operations in a manner which will minimize delays to traffic, and shall meet the following requirements:

1. If work is being performed within 200 feet in any direction of an intersection that is controlled by a traffic signal, the flagger(s) shall direct the flow of traffic in concert with the traffic signals in construction areas to avoid queuing, unless active work prohibits such action. The flagger shall direct traffic to prevent traffic from queuing through an intersection (i.e., blocking an intersection). Only a Traffic Officer may direct traffic against the operation of a traffic signal and only until the operation occurring within the intersection is completed.
2. When a lane adjacent to an open lane is closed to travel, the temporary traffic control devices shall be set 2 feet (0.61 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.
3. Except for "buffer lanes" on high volume and/or high speed roadways, lanes shall not be closed unless construction activity requiring lane closure is taking place, or will take place within the next hour. Lanes shall be reopened immediately upon completion of the work. Moving operations will require the lane closures be shortened as the work progresses and as traffic conditions warrant to minimize the length of the closure. The Contractor shall conduct construction operations in a manner so as to minimize disruption to traffic during peak hours and periods of heavy flow. The Department reserves the right to stop or change the Contractor's operations, if in the opinion of the Engineer, such operations are unnecessary at that time or the operations are unnecessarily impeding traffic.

4. Work in the vicinity of traffic signals, shall be scheduled to minimize the time during which the signal is operated without detectors, and prior approval from the Engineer shall be required. TMC shall be notified in advance of cutting a loop detector, and be immediately notified once the loop detector has been reinstalled. The Contractor shall provide sufficient advance notice of the loop detector work with the Engineer to ensure the aforementioned requirements are met.

It is required that all temporary traffic control work and related items shall either be performed entirely by the Contractor's own organization, or totally subcontracted. Maintenance of equipment shall not be subject to this requirement.

Any deficiencies related to temporary traffic control that are reported to the Contractor in writing shall be corrected within 24 hours or as directed by the Engineer. Failure to comply will result in non-payment for those devices that are found to be deficient for the duration of the deficiency. Serious deficiencies that are not corrected immediately shall result in suspension of work until items identified are brought back into compliance.

At the end of each day's work, the Contractor shall correct all pavement edge drop-offs in accordance with Table 6G-1 in the Delaware MUTCD. This corrective work shall be accomplished with Temporary Roadway Material (TRM) unless an alternate method is specified in the Plans. All ruts and potholes shall be filled with TRM as soon as possible but no later than the end of each work day. Placement and Payment of TRM shall be completed in accordance with Section 402 of the Standard Specifications. If temporary elimination of a drop-off hazard cannot be accomplished, then the area should be properly marked and protected with temporary traffic control devices such as temporary barricades, warning signs, flashing lights, etc. as required by Section 6G.21 of the Delaware MUTCD.

All open trench excavation accessible by vehicular traffic must be backfilled prior to the end of each working day. Steel plates shall not be used except in emergency situations and only with prior written approval from the Engineer unless otherwise directed by the Plans.

The Contractor shall submit, at or prior to the preconstruction meeting, detailed drawings including but not limited to existing striping lengths, lane and shoulder widths, turn lane lengths, locations of stop bars, turn arrows, crosswalks and railroad crossings. The drawings shall depict the existing pavement markings for each project location. These drawings will be reviewed by the Department's Traffic Section to determine the need for modification(s) for compliance with the Delaware MUTCD. Temporary pavement markings, on the final pavement surface, shall match the Plan dimensions and layout or the approved drawings of the permanent markings in compliance with Section 3 of the Delaware MUTCD. All conflicting or errant striping shall be removed as directed by the Engineer in compliance with the specifications for Item 748530 (Removal of Pavement Striping).

At the end of each day's operation and before traffic is returned to unrestricted roadway use, temporary striping shall be utilized when the existing pavement is milled and hot mix will not be placed the same day or more than a single course of hot mix is to be placed or permanent roadway striping cannot be placed on the same day as the placement of the final course of hot mix. Placement of temporary striping shall receive prior approval from the Engineer and the contractor shall apply temporary pavement markings in accordance with the requirements of Section 748 of Delaware Standard specifications and the Delaware MUTCD. Payment for temporary pavement striping shall be made at the unit price bid for item 748 - Temporary Striping. Payment for final striping will be included in the applicable striping item.

The Contractor shall have temporary striping/delineating materials (such as raised markers, tape, and other approved materials) available at the job site for verification by the Department prior to starting the hot-mix paving operation on roads to be immediately opened to traffic. These materials shall be used by the Contractor for temporary markings if he/she fails to apply temporary marking paint, etc., as required by the Delaware MUTCD. No paving operations on roads to be immediately opened to traffic will be allowed unless such verification has been made for the availability of the materials at the job site.

Travel lane and ramp closings on multilane highways and Interstates shall not be permitted during the following holiday periods:

- December 24 through December 27 (Christmas Day)
- December 31 through January 3 (New Years Day)
- Friday prior to Easter through Easter Sunday

- Thursday prior to Memorial Day through the Tuesday following Memorial Day
- Dover International Speedway Race Weekends (Thursday prior to the race event through the day after the race event)
- July 3 through July 5 (Independence Day)
- Thursday prior to Labor Day through the Tuesday following Labor Day
- Wednesday prior to Thanksgiving Day through the Monday following Thanksgiving Day

Additional time restrictions may apply as noted in the project plans or as directed by the Engineer. Any requests to waive any restrictions must be made in writing to the Engineer for review and approval. A copy of the request shall be provided to the District Safety Officer for review.

Certification:

Temporary traffic control devices used on all highways open to the public in this State shall conform to the Delaware MUTCD. All devices shall be crashworthy in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, the memorandum issued August 28, 1998 by The USDOT Federal Highway Administration, and/or in accordance with the latest edition of the Manual for Assessing Safety Hardware (MASH), published by the American Association of State Highway and Transportation Officials (AASHTO).

The Contractor shall submit certification for temporary traffic control devices or vendors used specifically on this project at or prior to the pre-construction meeting.

Certification of compliance with NCHRP report 350 and/or MASH is required for the following categories of temporary traffic control devices:

Category I contains small and lightweight channelizing and delineating control devices which includes cones, tubular markers, flexible delineator post and drums, all without any accessories or attachments.

Category II includes temporary traffic control devices that are not expected to produce significant vehicular velocity changes to impacting vehicles. These devices which shall weigh 45 kg or less, include Type I, II and III barricades, portable sign supports with signs, and intrusion alarms. Also included are drums, cones, and vertical panels with accessories or attachments.

Category III includes temporary traffic control devices that are expected to cause significant vehicular velocity changes to impacting vehicles. These devices which weigh more than 45 kg include temporary barrier, temporary impact attenuators, and truck-mounted attenuators.

Category IV includes portable or trailer-mounted devices such as arrow panels, variable message signs, temporary traffic signals and temporary area lighting.

For Category I devices, the manufacturer or Contractor may self-certify that the devices meet the NCHRP-350 and/or MASH criteria. The Contractor shall supply the Federal Highway Administration's NCHRP-350 and/or MASH acceptance letter for each type of device that falls under Category II and III devices.

Basis of Payment:

Payment will be made at the Lump Sum price for "Maintenance of Traffic", for which price and payment constitutes full compensation for all maintenance of traffic activities accepted by the Engineer, which shall include the cost of furnishing and relocating permanent and temporary traffic control signs, traffic cones or drums, Truck Mounted Attenuators, Arrow Panels and submission of temporary traffic control plan(s), submission of existing pavement marking drawings, submission of all required certifications, labor, equipment and incidentals necessary to complete the item. Payment to furnish and maintain other temporary traffic control devices including but not limited to Portable P.C.C. Safety Barrier, Portable Changeable Message Signs, and Portable Light Assemblies will be made at the contract unit price for each item.

NOTE

If the Contractor does not complete the Contract work within the Contract completion time (including approved extension time), the Contractor shall be responsible for providing the necessary temporary traffic control devices that are required to complete any remaining work. The costs of such temporary traffic control

shall be borne by the Contractor. No additional payment will be made to the Contractor to maintain traffic in accordance with the Delaware MUTCD, contract plans and specifications. Temporary traffic control items include, but not be limited to, warning lights, warning signs, barricades, plastic drums, P.C.C. safety barrier, flaggers, traffic officers, arrow panels, message boards, and portable impact attenuators.

12/4/2013

PROJECT NOTES

PROJECT NOTES
CONTRACT NO. DOT1312
HERBICIDE APPLICATION
NOXIOUS AND INVASIVE WEEDS
STATEWIDE
2014-2016

INTENT:

The intent of this contract is to provide for application of herbicide solutions to:

Eradicate noxious and invasive weeds such as Canada thistle, Johnson grass, Common Reed (Phragmites Spp.) and other plants as defined under Delaware Noxious Weed Law (Title 3, Chapter 24, Delaware Code) or at the direction of the Roadside Environmental Administrator

SPECIAL PROVISIONS:

The Specifications entitled "Delaware Standard Specifications, August, 2001" hereafter referred to as the Standard Specifications and the Special Provisions contained herein, and the Revisions and Corrections to the Delaware Standard Specifications, August, 2001 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.

GENERAL:

The attached clauses relate particularly to application of herbicides as outlined above.

Whenever the word "Contractor" is used, it shall refer to the person or persons, company or corporation furnishing the services required.

In case of failure on the part of the contractor to comply with the terms of the contract, the Delaware Department of Transportation may proceed to take appropriate action in accordance with the provisions of the Contract Agreement contained herein.

Questions pertaining to contract requirements regarding the Special Provisions and these Project Notes prior to contract award are to be emailed to:

dot-ask@state.de.us

Questions regarding specific sites or locations after the "Notice to Proceed" has been issued should be referred to the Roadside Environmental Administrator.

DURATION OF CONTRACT:

The duration of this contract is three (3) calendar years - beginning as of the date of issuance of the Purchase Order for Year I of this contract, and terminating on December 31st of the final year the contract is in force.

This contract may be extended in one year increments, for a total of five years (original contract plus extensions), at the discretion of the Roadside Environmental Administrator, and upon concurrence of the contractor. The cost for the additional year(s) shall be equal to the cost for the prices bid for all items for final year of this contract, as originally bid.

MAINTENANCE OF TRAFFIC:

Traffic shall be maintained along the route of this project during herbicide application.

The contractor and all others shall perform all work in a manner that will insure the least practicable obstruction to traffic consistent with safety and shall comply with the manual titled, "Delaware Manual on Uniform Traffic Control Devices" (MUTCD), and any revisions thereto that may come into effect during the life of this contract.

Typical Applications (TA)—Depending on the location of the work, the following Typical Applications shall be applicable.

TA Number	TA Title	Example Roads
17	Two Lane Roads with shoulder	DE 8, DE 54, DE 9, DE 30
4A	Multi-Lane, Divided Highway with shoulder	US13, US113
35C	Mobile Operations on a Multi-Lane, Divided Highway	Should be used on roadways similar to US 202 that have no shoulder.
35E	Mobile Operations on an Interstate, Freeway, or Expressway with a Single Lane Closure	

No equipment or spraying material can be stored within 30 feet of the traveled roadway.

SAFETY EQUIPMENT

The contractor shall provide and be responsible for the safe operation of all factory-installed warning lights on the truck and a cab-mounted revolving or flashing amber light. Flashing strobes or revolving lights shall be mounted so as to be visible from all directions for a distance of five hundred feet (500').

Truck-mounted type II attenuators (TMA) supplied shall be certified as conforming to NCHRP report 350 or MASH (Manual on Assessing Safety Hardware) criteria, and the Contractor shall supply the Federal Highway Administration's acceptance for the device/s supplied prior to the use of the equipment.

All safety equipment shall be built and installed in compliance with the MUTCD, and any revisions thereto that may come into effect during the life of this contract.

SHADOW VEHICLE

The contractor shall supply a shadow vehicle equipped with an appropriate truck-mounted attenuator, arrow panel, etc., and operated as described in the MUTCD and these Project Notes. Maintenance of traffic shall be included in and considered incidental to the pay item set up in

this proposal for Item 763643, Maintenance of Traffic, All-inclusive. The contractor shall supply appropriate equipment that complies with the MUTCD and the specified application for the location being sprayed and these project notes. Shadow vehicle shall be used in accordance with the appropriate Typical Application as outlined in the section entitled, "Maintenance of Traffic."

BASIS OF AWARD:

Bidders should make no other entries to the bid entries to the bid sheets attached to these Special Provisions. Any additional marks made to the Bid Sheet (s) could be cause for rejection of the bid.

This contract will be awarded on the basis of the total low bid for the 3-year contract, except that the Delaware Department of Transportation reserves the right to make a determination on bids where a significant disparity from year to year is evident.

LOCATIONS OF WORK:

Treatment locations and target weeds will be forwarded to the contractor by email, FAX or voice. Locations will include roadsides as well as Stormwater Management facilities statewide.

INSPECTION:

Noxious Weed Control-It shall be the contractor's responsibility to determine seedhead maturation dates and treat noxious weeds prior to seed dissemination. The contractor shall notify the Roadside Environmental Administrator in writing of the date of treatment. Inspection for noxious weed control will be conducted 25 calendar days from the date of treatment. Retreatment, as determined solely by the Roadside Environmental Administrator or his designee, shall be completed prior to the second inspection, which shall take place 20 days after the first inspection.

The cost of any retreatment shall be included in the price bid for such work.

MATERIALS

Herbicides, Spreader Stickers, Wetting & Drift Control Agents

The contractor shall select and furnish all materials as listed above and supply specific product labels and proposed tank mixes with the sealed bid for review and approval by the Department together with intended rates of application for each. Herbicides, herbicide rates and/or formulations determined by the Department to be inappropriate may be cause for rejection of bid (s).

Glyphosate Formulations

When selected for use, only glyphosate formulations labeled for use in aquatic situations shall be used on this contract.

Drift Control Agents

All tank mixes shall include an EPA-approved drift control agent as part of the mix.

No equipment or spraying material can be stored within 30 feet of the traveled roadway.

HERBICIDE APPLICATION PERSONNEL:

The contractor shall be responsible for the selection and training of all application personnel, in strict accordance with State and Federal certification requirements. All contractor's personnel must hold a current State of Delaware Commercial Pesticide Applicator's Certification in the Right of Way category. Photocopies of the contractor's personnel's certifications shall be submitted to the Department prior to issuance of the Notice to Proceed and Purchase Order.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible for the safe handling, mixing and application of herbicides. It shall be the contractor's responsibility to save harmless the Delaware Department of Transportation and its personnel from any acts for damages caused by the contractor or his personnel.

The contractor should visit all sites prior to bidding and be completely aware of all off-target vegetation, to include but not be limited to any ornamental, agronomic and arboreal considerations. The contractor shall be responsible for any damage to off-target vegetation and shall replace any plant material damaged by application of herbicide or growth regulators, as specified under this contract, at his own expense.

All work is to be performed in strict accordance with the provisions of the Delaware Pesticide Applicator's Law.

SENSITIVE NO-SPRAY AREAS

The following areas shall NOT be treated, regardless of indication on treatment lists or maps.

New Castle County

- Newport Gap Pike between McKennans Church Road and Graves Road
- 2827 Newport Gap Pike, guardrail, between Faulkland Road and Hercules Road
- Barley Mill Road, just west of SR141, guardrail on curve
- Pleasant Hill Road (N301) between Corner Ketch Road (N324) and Union Road (308) at Middle Run Bridge

801Center Mill Road, Wilmington, DE, at Snuff Mill Road-area marked by "No Mow" signs

Kent County

2464 Hartly Road, Hartly—approximately 1 mile west of Pearsons Corner on SR441600 W. Greenbriar Road-Ardencroft, Wilmington, DE—guardrail at Perkins Run Creek Bridge

METHOD OF MEASUREMENT:

The contractor shall be responsible to provide 90% control of all vegetation within the areas specified.

Areas or sites which are found to be at a level less than 90% shall be submitted in writing to the contractor and reevaluated within 20 working days from day written notification is sent to the contractor to ascertain the required level of compliance.

PREAWARD EQUIPMENT / PERSONNEL DEMONSTRATION:

Prior to award of this contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and to

demonstrate to the satisfaction of the Department's personnel that his equipment and personnel meet contract Specifications, as as detailed in these Project Notes.

BASIS OF PAYMENT:

All applications of herbicides shall be paid for at 70% of the total price bid at the time of application completion. The remaining payments will be apportioned equally over the remaining two inspection periods as defined under "**INSPECTION**".

Initial Expense and Maintenance of Traffic shall be paid at the total bid price bid for each calendar year that the contract is in force. Travel between worksites will not be measured; cost for such travel shall be incidental to the price bid for Item 735501, Herbicide Application, Noxious Weeds.

PRICE QUOTED:

The prices quoted are that for which the services will be furnished and include all charges that may be imposed during the life of the contract.

FUNDING:

Work included in this proposal is dependent on the passage of legislation for upcoming Fiscal Years. It is the intent of the Department to award this Contract prior to the passage of the legislation.

"Notice to Proceed" for the Contract will be issued at such time as the Legislature approves funding. No work shall be started prior to receipt of "Notice to Proceed." It is to be understood that the contract may be terminated prior to issuance of the "Notice to Proceed." If the contract is so terminated, all costs incurred by the contractor shall be borne by the contractor. If the Contract is terminated for reason beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications, August, 2001 will apply.

WORKING HOURS:

Working hours shall be as the contractor deems necessary to safely apply herbicides to the required locations, except that no work shall be conducted on Sundays or State Holidays.

BEGINNING WORK:

All work shall be performed at the contractor's option in order to meet requirements described under "**INSPECTION**." However, work cannot begin on this contract until the "Notice to Proceed" has been issued (once for the contract) and the purchase order for the current year has been issued.

For each year the contract is in force, the purchase order will not be issued until proper proof of insurance, as set forth under "**LIABILITY AND INSURANCE**," is provided to the Department of Transportation.

LIABILITY AND INSURANCE:

Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

- Commercial General Liability: \$1,000,000, and
- Medical/Professional Liability: \$1,000,000/ \$3,000,000, or
- Misc. Errors and Omissions: \$1,000,000/\$3,000,000, or
- Product Liability: \$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- Automotive Liability (Bodily Injury) \$100,000/\$300,000
- Automotive Property Damage (to others) \$ 25,000

Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

The Contractor shall provide a Certificate of Insurance as proof that the required insurance has been obtained. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance. Such certificate shall be sent to the following address:

DelDOT, Division of Maintenance & Operations
Roadside Beautification
Post Office Box 778
Dover, Delaware 19903-0778
and labeled "Proof of Insurance: Contract No. DOT1312."

CANCELLATION:

It is distinctly understood by and between all parties hereto that in the event any U.S. Government Code or Codes affecting this contract now in existence or comes into existence during the lifetime of this contract and becomes operative, that all said parties shall adhere strictly to the regulations contained in said contract by the party failing to comply as above.

The Department reserves the right to cancel this contract at any time if the work as determined by the Department is unsatisfactory.

EXEMPT FROM TAXES:

Articles covered by this proposal are exempt of all Federal and State taxes. Such taxes shall not be included in prices quoted. Successful bidder shall be required to furnish necessary or applicable tax exemption forms with his (their) invoices.

WORKSITE LOCATION NOTIFICATION:

The Contractor shall notify the assigned Roadside Environmental personnel of his planned work sites on a daily basis. Notification may be by phone, FAX, text or email as agreed to and approved by the Roadside Environmental Administrator. Appropriate phone or FAX numbers will be presented to the contractor at the preconstruction meeting.

DAILY REPORT FORMS:

The Contractor shall supply copies of Daily Report Forms showing locations of application, herbicide(s) applied, quantities of herbicide(s) applied, weather conditions, and any or all other information required by the Delaware Department of Agriculture. Reports are to be delivered to the assigned Roadside Environmental personnel weekly, or as otherwise approved or mandated by the Roadside Environmental Administrator.

QUANTITY OF WORK:

Item Number	Description	Quantity
735501	Herbicide Application, Noxious Weeds	200 Acres

Quantities listed are for bidding purpose only. Actual quantities may vary according to conditions encountered in the field during the life of the contract.

CALIBRATION OF SPRAY EQUIPMENT:

Contractor's spray truck(s) shall be equipped with a suitable device for determining volume of flow in gallons (flow meter) for herbicide solutions applied under this contract.

Quantities to be paid will be based on calibration of spray equipment proposed for use by the contractor, e.g., handguns, booms or boomless devices. Calibration shall be demonstrated to Roadside Environmental personnel at the Preconstruction Meeting. Spray equipment changes shall be cause for recalibration of equipment as detailed herein prior to use on this contract.

CANNOT

BID PROPOSAL FORMS

CONTRACT DOT1312-HERB APPL

BE USED

FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 1
DATE:

CONTRACT ID: DOT1312-HERB_APPL PROJECT(S): 1312

All figures must be typewritten.

CONTRACTOR : _____

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

SECTION 0001 CALENDAR 2014

0010	735501 HERBICIDE APPLICATION, NOXIOUS WEEDS		600.000				
0020	763000 INITIAL EXPENSE		LUMP		LUMP		
0030	763643 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE		LUMP		LUMP		
	SECTION 0001 TOTAL						
	TOTAL BID						

FOR BIDDING

CERTIFICATION

Contract No. DOT1312-HERB APPL

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.

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.

BIDDERS MUST ACKNOWLEDGE RECEIPT AND INCLUSION IN BID OF ALL ADDENDA HERE:									
No.	Date	No.	Date	No.	Date	No.	Date	No.	Date
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____



BIDDERS MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS:									
I/We acknowledge receipt and incorporation in this proposal of Answers to Questions dated: _____									



Contract No. DOT1312-HERB APPL continued

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