

THIS COPY IS FOR STATE OF DELAWARE  
INFORMATION ONLY.  
YOU MUST PURCHASE  
THE PROPOSAL IN ORDER  
TO SUBMIT A BID.



## DEPARTMENT OF TRANSPORTATION

### BID PROPOSAL

for

## CONTRACT T1019-LAND\_BED

LANDSCAPE BED MAINTENANCE, STATEWIDE, 2011-2013

STATEWIDE COUNTY

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 July 12, 2011



**Contract No.T1019-LAND\_BED**

**LANDSCAPE BED MAINTENANCE, STATEWIDE, 2011-2013  
STATEWIDE COUNTY**

**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 TO PROVIDE FOR THE MAINTENANCE OF ESTABLISHED LANDSCAPE BEDS AT VARIOUS LOCATIONS THROUGHOUT THE STATE. WORK SHALL INCLUDE EDGING, MULCHING, PRE- AND POST-EMERGENT WEED AND GRASS CONTROL, NOXIOUS AND INVASIVE WEED CONTROL, INSECT CONTROL, WEEDING, REMOVAL AND REPLACEMENT OF DEAD PLANT MATERIAL, PLANTING, TRANSPLANTING, WATERING REPLACEMENT PLANTS, PRUNING, RESTAKING AND GUYING, AND SAUCER RECONSTRUCTION AS DIRECTED BY THE ENGINEER., 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 .

**ELECTRONIC BIDDING**

This project incorporates the electronic bidding system Expedite 5.2b. Bidder wishing to use the electronic bidding option should request a bid file disk and installation CD.

**PROSPECTIVE BIDDERS NOTE:**

No retainage will be withheld on this contract.

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.

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

| <b>English Code</b> | <b>English Description</b>      | <b>Multiply By</b> | <b>Metric Code</b>    | <b>Metric Description</b>  | <b>Suggested CEC Metric Code</b> |
|---------------------|---------------------------------|--------------------|-----------------------|----------------------------|----------------------------------|
| ACRE                | Acre                            | 0.4047             | ha                    | Hectare                    | HECTARE                          |
| BAG                 | Bag                             | N/A                | Bag                   | Bag                        | BAG                              |
| C.F.                | Cubic Foot                      | 0.02832            | m <sup>3</sup>        | Cubic Meter                | M3                               |
| C.Y.                | Cubic Yard                      | 0.7646             | m <sup>3</sup>        | 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 <sup>3</sup>        | 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 <sup>2</sup>        | Square Meter               | M2                               |
| S.Y.                | Square Yard                     | 0.8361             | m <sup>2</sup>        | Square Meter               | M2                               |
| SY-IN               | Square Yard-Inch                | 0.8495             | m <sup>2</sup> -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.

|  |                  |
|--|------------------|
| <b>LOCATION .....</b>                                    | <b><u>i</u></b>  |
| <b>DESCRIPTION .....</b>                                 | <b><u>i</u></b>  |
| <b>CONSTRUCTION ITEMS UNITS OF MEASURE .....</b>         | <b><u>ii</u></b> |
| <b>GENERAL NOTICES .....</b>                             | <b><u>1</u></b>  |
| SPECIFICATIONS .....                                     | <u>1</u>         |
| CLARIFICATIONS .....                                     | <u>1</u>         |
| ATTESTING TO NON-COLLUSION .....                         | <u>1</u>         |
| QUANTITIES .....   | <u>1</u>         |
| DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION .....  | <u>1</u>         |
| PREFERENCE FOR DELAWARE LABOR .....                      | <u>2</u>         |
| EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS ..... | <u>2</u>         |
| TAX CLEARANCE .....                                      | <u>3</u>         |
| LICENSE .....  | <u>3</u>         |
| DIFFERING SITE CONDITIONS .....                          | <u>3</u>         |
| <b>SUPPLEMENTAL SPECIFICATIONS .....</b>                 | <b><u>5</u></b>  |
| <b>SPECIAL PROVISIONS .....</b>                          | <b><u>7</u></b>  |
| CONSTRUCTION ITEM NUMBERS .....                          | <u>9</u>         |
| 401502 - ASPHALT CEMENT COST ADJUSTMENT .....            | <u>10</u>        |
| 737520 - LANDSCAPE MAINTENANCE .....                     | <u>11</u>        |
| 737523 - PLANTING .....                                  | <u>12</u>        |
| 763643 - MAINTENANCE OF TRAFFIC – ALL INCLUSIVE .....    | <u>15</u>        |
| <b>BID PROPOSAL FORMS .....</b>                          | <b><u>21</u></b> |
| BREAKOUT SHEETS .....                                    | <u>29</u>        |



## **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 issued as of the advertisement date of this proposal, 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. Under no circumstances will the total value of the contract exceed **150%** of the awarded value.

### **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.

# **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](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 \$648.33 per ton (\$714.67 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.



**737520 - LANDSCAPE MAINTENANCE**

**Description:**

This work consists of maintaining landscape beds at locations designated in the Plans. Work includes weeding, mulching, furnishing and applying pesticides, edging, pruning, removing and replacing dead plant material and as directed by the Engineer.

**Materials:**

Mulch. All bark mulch shall be from a deciduous hardwood source and mechanically ground to a maximum size of three inches (3"). In addition, the bark shall be relatively free of bark fines, dust, and shall exclude all foreign and toxic substances.

**Construction Methods:**

The landscape maintenance crew shall be composed of a foreman and at least two laborers. At least one member of each crew must be knowledgeable in horticultural practices. In the event a crew or crewmember is not productive or working in an expeditious manner to accomplish the work, the Engineer will submit written notification to the Contractor. Upon the second written notification concerning the same crew or crewmember, the Contractor shall replace said crew or crewmember immediately with a competent crew or worker.

The work to be performed by the landscape maintenance crew shall be as described in the Contract, these specifications, and as directed by the Engineer.

Pesticides - Herbicide, fungicide and insecticide applications shall be made in strict compliance with Delaware Pesticide Laws and with the manufacturer's directions, when and as directed by the Engineer.

The contractor shall be responsible for replacing, at his own expense, any plant material which is killed or disfigured through any act of negligence concerning the application or handling of pesticides on this project.

**Method of Measurement:**

The quantity of landscape maintenance performed and accepted will be measured by the hour to the nearest quarter hour based on certification of work as made on the Contractor's Daily Report for Landscape Maintenance provided by the Department.

**Basis of Payment:**

The quantity of landscape maintenance will be paid for at the Contract per hour price. Price and payment will constitute full compensation for furnishing all materials, except shredded hardwood bark mulch; performing all work as described in the Contract, these specifications, and as directed by the Engineer; disposing of all material; and for all labor, equipment, tools and incidentals required to complete the work.

**NOTE:**

Shredded hardwood bark mulch will be measured and paid for under item 737002 - Mulching, Plants.

4/20/11

**737523 - PLANTING**

The requirements of Section 737 shall be followed except as modified below:

**Subsection 737.07 Peat Moss and Peat Humus.**

Add the following:

- (c) Composed leaf mulch free of wood, metallic substances, glass or other contaminants may be used in lieu of peat moss or peat humus.

**Subsection 737.10 Stakes, Guys, and Related Materials.**

Delete paragraphs (e),(f) and (h).

**Subsection 737.16 Planting.**

Delete paragraph (d).

Add the following:

Wire baskets shall be cut away and removed from the top half of the root ball.

**Section 737.17 Plant Establishment.**

Delete this subsection in its entirety and add the following:

The plant establishment period for all planting shall begin immediately after all planting and replacements (as specified under Section 737.16, Planting) are complete and acceptable to the Engineer. The plant establishment period will consist of one full growing season during which time the Contractor shall be responsible for all work necessary to keep the plants in a live and healthy condition. A growing season is defined as the period from May 1 through September 30. If the Contractor completes all planting (as specified under Planting) by May 1, the inspection will be held on or about October 1 of that year. In the event the Contractor does not complete all planting by May 1, the inspection will be held on or about October 1 of the following year. All replacement plant material determined to be necessary at the inspection must then be approved at the replacement plant source by October 15. At this time, the Engineer will direct the Contractor to replace those plants determined to be dead or unhealthy by December 1. The Contractor will notify the Engineer in writing that all replacement planting has been accomplished. The Engineer will conduct an inspection within 15 days after such notification to determine the acceptability of the replacements. If all replacements are determined satisfactory by the Engineer, the Contractor will be relieved of all further responsibility for care and replacement.

All planting areas shall be kept free of weeds and grass during the life of the Contract. The Contractor may utilize a pre- or post-emergent herbicide to control such grass and broadleaf weeds incidental to the cost of planting and be totally responsible for the proper use and placement of any such herbicide. As requested in writing by the Engineer, the Contractor shall be responsible to weed within all plant beds and within the saucer limits of individual plants, beginning 10 calendar days after the date of notification. The Contractor shall prune and apply insecticides or fungicides as required, repair or replace stakes and guy wires, tighten guy cable or wire and repair plant saucer washouts when and as specified by the Engineer.

Any plants that settle below or rise above the desired finished grades shall be reset at the proper grades. All replacements shall be plants of the same kind, size and quality as originally specified in the Contract and they shall be furnished, planted, mulched, guyed, watered, etc. as specified herein for new plant material.

If dead or unhealthy plants are discovered, they shall be removed within 10 calendar days and replaced with the next appropriate planting season.

The Contractor shall be responsible for all damage incurred to plant material, tree protection, wire or staking regardless of the cause.

The cost of the above described work shall be incidental to Section **737**, Planting.

The Contractor shall water all plants as required to sustain them in a healthy condition. The Contractor shall give 24 hours written notice to the Engineer prior to each watering.

**Subsection 737.18 Method of Measurement.**

Delete the paragraph in its entirety and insert the following:

The quantity of planting will not be measured.

**Subsection 737.19 Basis of Payment.**

Delete the first two paragraphs in their entirety and insert the following:

The quantity of planting will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing and placing all materials, including plants, soil mixes, and mulch; for protecting plants after digging and prior to planting; for staking, excavating plant pits, pruning, wrapping, and guying; for all watering until final acceptance, for the cultural care of the plants until the completion and acceptance of all landscape work; for disposing of excess and waste materials; for replacement planting; for cleanup; for repairs to plant material, tree protection, wire, or staking due to fire, theft, vehicular damage, or acts of vandalism; for repairs to damaged grassed, planted, or other landscaped area due to the Contractor's operations; for ensuring that topsoil meets the sieve analysis, acidity, and organic matter requirements; for applying sufficient materials to fertilizer that originally failed to meet the specified analysis; for using pre- or post-emergent herbicide to control grass and weeds; for the work outlined under Subsection 737.17; and for all labor, equipment, tools and incidentals required to complete the work.

The breakout sheet attached to the proposal shows all plant material proposed for this Contract. The Contractor shall fill in the per each unit price and the cost (unit price times the proposed quantity) for each species and size listed. The lump sum price bid for item 737523 - Planting shall be the sum of the total cost for all species and sizes listed. The completed typewritten breakout sheet shall be attached to the bid proposal. Failure to submit the breakout sheet with the Bid Proposal will result in the Bid Proposal being declared non-responsive and rejected.

The Department reserves the right to delete from the Contract the furnishing and installing of one or more of the species and/or sizes listed and the right to add or subtract from the quantity of each species and size listed. The lump sum to be paid will be adjusted in

accordance with the Contractor's unit prices as required above. There will be no extra compensation to the Contractor if such additions and/or deletion are made.

Payment for the planting as described above may be processed if, in the opinion of the Engineer all work required, except that specified under Subsection 737.17 is satisfactorily completed. No partial payment will be made for any living plant until and unless planted in accordance with these specifications. No additional payment will be made for using plants larger than specified.

5/11/05

**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.

### **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, 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, Truck Mounted Attenuators, Portable Changeable Message Signs, Arrow Panels 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.

A breakout sheet is attached to the Proposal that lists the locations for Maintenance of Traffic. The Contractor shall specify a cost for each location. The lump sum price for Item 763643 shall be the sum of the cost for all locations listed. The completed breakout sheet shall be attached to the Bid Proposal. Failure to submit the breakout sheet with the Bid Proposal will result in it being declared non responsive and rejected.

The Department reserves the right to delete from the Contract one or more of the locations listed and the lump sum price to be paid will be reduced in accordance with the Contractor's cost listed for that/those location(s). There will be no extra compensation to the Contractor if such deletion is made.

10/12/2010



# **BID PROPOSAL FORMS**

CONTRACT   T1019-LAND\_BED



DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 1  
DATE:

CONTRACT ID: T1019-LAND\_BED PROJECT(S): T1019-LAND\_BED

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

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

SECTION 0001 LANDSCAPE MAINTENANCE, STATEWIDE, 2011

|      |  |           |      |      |
|------|--|-----------|------|------|
| 0010 | 732004 TOPSOIL (TON)                         | 65.000    | TON  |      |
| 0020 | 737002 MULCHING, PLANTS                      | 16347.000 | SY   |      |
| 0030 | 737520 LANDSCAPE MAINTENANCE                 | 750.000   | HOUR |      |
| 0040 | 737523 PLANTING                              |           | LUMP | LUMP |
| 0050 | 763000 INITIAL EXPENSE                       |           | LUMP | LUMP |
| 0060 | 763643 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE |           | LUMP | LUMP |
|      | SECTION 0001 TOTAL                           |           |      |      |

SECTION 0002 LANDSCAPE MAINTENANCE, STATEWIDE, 2012

|      |                         |           |     |  |
|------|-------------------------|-----------|-----|--|
| 0070 | 732004 TOPSOIL (TON)    | 65.000    | TON |  |
| 0080 | 737002 MULCHING, PLANTS | 16347.000 | SY  |  |



DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 2  
DATE:

CONTRACT ID: T1019-LAND\_BED PROJECT(S): T1019-LAND\_BED

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                 | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0090       | 737520 LANDSCAPE<br>MAINTENANCE                     | 750.000<br>HOUR                  |            |     |            |     |
| 0100       | 737523 PLANTING                                     | LUMP                             | LUMP       |     |            |     |
| 0110       | 763000 INITIAL EXPENSE                              | LUMP                             | LUMP       |     |            |     |
| 0120       | 763643 MAINTENANCE OF<br>TRAFFIC, ALL INCLUSIVE     | LUMP                             | LUMP       |     |            |     |
|            | SECTION 0002 TOTAL                                  |                                  |            |     |            |     |
|            | SECTION 0003 LANDSCAPE MAINTENANCE, STATEWIDE, 2013 |                                  |            |     |            |     |
| 0130       | 732004 TOPSOIL (TON)                                | 65.000<br>TON                    |            |     |            |     |
| 0140       | 737002 MULCHING, PLANTS                             | 16347.000<br>SY                  |            |     |            |     |
| 0150       | 737520 LANDSCAPE<br>MAINTENANCE                     | 750.000<br>HOUR                  |            |     |            |     |
| 0160       | 737523 PLANTING                                     | LUMP                             | LUMP       |     |            |     |
| 0170       | 763000 INITIAL EXPENSE                              | LUMP                             | LUMP       |     |            |     |





DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 3  
DATE:

CONTRACT ID: T1019-LAND\_BED PROJECT(S): T1019-LAND\_BED

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO         | ITEM<br>DESCRIPTION                             | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|--------------------|---|----------------------------------|------------|-----|------------|-----|
|                    |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0180               | 763643 MAINTENANCE OF<br>TRAFFIC, ALL INCLUSIVE | LUMP                             | LUMP       |     |            |     |
| SECTION 0003 TOTAL |   |                                  |            |     |            |     |
| TOTAL BID          |   |                                  |            |     |            |     |

CANNOT BE  
USED FOR  
BIDDING



CANNOT BE

## **BREAKOUT SHEETS**

THE FOLLOWING SHEETS MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL AT THE TIME OF BID. FAILURE TO COMPLETE THE BREAKOUT SHEETS AS REQUIRED WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED. BREAKOUT SHEETS MUST BE COMPLETED REGARDLESS OF WHETHER BIDDING BY ELECTRONIC MEANS OR TYPEWRITTEN HARD COPY.

BIDDING



| SECTION 1   |              | BREAKOUT SHEET - 1<br>ITEM 737523 - Planting |  | CONTRACT NO. T1019-LAND_BED |        |
|---|--------------|--|--|-----------------------------|--------|
| ITEM NO.  | APPROX. QTY. | UOM  | DESCRIPTION  | UNIT PRICE                  | AMOUNT |
| 1   | 105          | EACH   | Deciduous Shrub, 15"-18", 3 Gal Container              | \$                          | \$     |
| 2   | 105          | EACH   | Evergreen Shrub, 15"-18", 3 Gal Container              | \$                          | \$     |
| 3   | 132          | EACH   | Deciduous Tree, 1" Cal-B&B/Container                   | \$                          | \$     |
| 4   | 130          | EACH   | Evergreen Tree, 3-4' B&B/Container                     | \$                          | \$     |
| 5   | 2605         | EACH   | Herbaceous Plug, Size 2.25x5.00 IN. Volume:11.30 CU IN | \$                          | \$     |
| TOTAL ITEM 737523 - Planting \$ _____<br>(LUMP SUM BID PRICE FOR ITEM 737523) |              |  |  |                             |        |



CANNOT BE

| SECTION 1   |              | BREAKOUT SHEET - 2 |     | CONTRACT NO. T1019-LAND_BED |        |
|---|--------------|--------------------|-----|-----------------------------|--------|
| ITEM 763643 - Maintenance of Traffic - All Inclusive  |              |                    |     |                             |        |
| ITEM NO.  | APPROX. QTY. | MOT Case Set-up    | UOM | UNIT PRICE                  | AMOUNT |
| 1   | 38           | Case 4, Daytime    | LS  | \$                          | \$     |
| 2   | 55           | Case 7, Daytime    | LS  | \$                          | \$     |
| TOTAL ITEM 763643 - Maintenance of Traffic - All Inclusive \$ _____<br>(LUMP SUM BID PRICE FOR ITEM 763643) |              |                    |     |                             |        |

BIDDING





# "ATTENTION"

## TO BIDDERS

This Bid Proposal includes breakout sheets. The breakout sheets **MUST ACCOMPANY** the bid proposal at the time of bid. Failure to return completed breakout sheets **WILL RESULT** in the bid proposal being declared non-responsive and **REJECTED** as irregular.



## **SUBMISSIONS REQUIRED AT THE TIME OF BID**

1. Copy(ies) of the American Traffic Safety Services Association (ATSSA) Certification(s) when listed in the applicable plan notes
2. Standard Specification Section 110.08 Site Reviewer requires that the name and DNREC certification number of each Site Reviewer if required shall be submitted to the Department at the time of bid. The level of certification and number required are listed in the applicable plan notes.
3. Proposed Trainee Plans as required. Number of required programs is listed in the Training Special Provisions within Contract General Notices. The program(s) must be submitted with 10 Calendar Days of notification of apparent low bidder status. Contract Award will not take place until acceptable On-the-Job (OJT) program plans are received by the Civil Rights Group of the Department.

Note: Items 1. and 2. above require copies of the current certifications for those individuals proposed for use on this Contract

Failure of the apparent low bidder to present copies of the required certifications and/or an acceptable OJT Trainee Programs within ten (10) calendar days after the bid opening shall create a rebuttable presumption that the bid is not responsive.



## CERTIFICATION

Contract No. \_\_T1019-LAND\_BED\_\_

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 | No. | Date | No. | Date | No. | Date | 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. T1019-LAND\_BED\_, 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

