

STATE OF DELAWARE

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THE PROPOSAL IN ORDER
TO SUBMIT A BID.



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201073002.02

SAND FILTER MAINTENANCE CONTRACT, FY 2011

STATEWIDE COUNTY

Completion Date 60 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 April 5, 2011

**SAND FILTER MAINTENANCE CONTRACT, FY 2011
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 MAINTENANCE OF DELAWARE SAND FILTERS, MAINTENANCE OF EXISTING SEDIMENT FOREBAY, 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 60 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**

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

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

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

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.

Contract No. T201073002.02

SPECIAL PROVISIONS

Contract No. T201073002.02

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 \$510.00 per ton (\$562.18 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.

271501 - MAINTENANCE OF EXISTING STORMWATER BMP

Description:

This work consists of the dewatering of a Stormwater Best Management Practice (BMP), the removal and disposal of all accumulated sediment, trash and debris and restoring the existing Stormwater BMP as shown on the plans.

Construction Methods:

Excavation work shall be accomplished in a manner preventing surface water and subsurface or groundwater from flowing into the BMP. Excavation can be completed manually with excavation equipment and tools or with a combination vacuum truck capable of removing the sediment and water. Undisturbed areas draining to the excavation shall be directed around or away from the excavated area using any combination of berms, pipes, dikes, pumps, etc. in order to establish a clean water diversion. The Contractor shall comply with applicable sediment control measures.

Permits. The Contractor shall obtain all necessary dewatering or well permits for dewatering and disposal of pumped water as required to construct and complete the Work.

Licensing. The Contractor shall be responsible for acquiring any and all licenses, or shall employ the services of properly licensed subcontractors, in order to complete the dewatering of the existing Stormwater BMP.

Submittals. Clean water diversion plans and dewatering system working drawings shall be submitted for review and acceptance in accordance with Section 105 of the Standard Specifications.

Dewatering. The Contractor shall provide for dewatering of the existing Stormwater BMP using any combination of pumps, sumps, suction and discharge lines and other dewatering system components necessary to lower the water surface, and if necessary, the ground water table in order to facilitate the excavation of the proposed Stormwater BMP described in the plans.

The Contractor's dewatering system shall remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. The dewatering system shall convey water removed from the BMP and rainwater to collecting or run off areas utilizing sediment control measures as appropriate and in accordance with the Delaware Sediment and Erosion Control Manual. The Contractor shall be responsible for selecting discharge locations for the dewatering system that will prevent any flooding of the project site and surrounding areas.

Surface and groundwater shall not be allowed to rise around the proposed outlet structure and spillway until final grades & stabilization has been established and approved by the Engineer. Dewatering shall be continued until such time as the BMP maintenance has been completed, the proposed BMP has been maintained to a broom clean condition, and accepted by the Engineer.

The Contractor shall redirect and dispose of the water from the work area in a suitable manner without damage to the adjacent property, buildings, structures, utilities, and other work as a result of settlement or other groundwater-related effects. No water shall be drained into work built or under construction without prior consent of the Engineer. Water shall be disposed of in such a manner as not to be a menace to the Public Health. No discharge to the sanitary system shall be allowed. The Contractor shall assure that no soil particles will be present in the discharge.

In the event the Contractor's dewatering operations affect any public or private water supplies or wells within the project area, the Contractor shall take whatever steps are necessary to provide uninterrupted water service to those so affected.

The Contractor shall provide back-up equipment and replacement as necessary in order to ensure the continuous dewatering of the work area.

Disposal. All materials, solids and liquids, removed by the cleaning operation shall become the property of the Contractor and shall be removed from the Project or otherwise properly disposed of. Prior sampling on DeIDOT BMPs has shown that all waste removed from the unit has been considered non-hazardous. If sampling is required prior to disposal, DeIDOT will perform that work at no cost to the contractor.

Method of Measurement:

The quantity for dewatering and material removed will not be measured.

Basis of Payment:

The quantity of Dewatering and Maintenance of the Existing Stormwater BMP will be paid for on a lump sum basis. Price and payment will constitute full compensation for dewatering of the work area, for installation and maintenance of all the erosion and sediment control measures associated with dewatering and the bypass of clean water; for providing, fueling, and maintaining pumps; for removing and disposing of all temporary material utilized in the dewatering and maintenance of the proposed Stormwater BMP; for full disposal of all sediment, trash and debris removed from the Stormwater BMP; for full cleaning and maintenance; and for all labor, equipment, tools, and incidentals required to complete the work and restore the staging area to its original condition. No additional compensation will be provided for repairing, restoring, relocating or redesigning of the dewatering and bypass system due to vandalism, weather or groundwater related failures of the systems.

1/6/10

708584 – SAND FILTER CLEANING

Description:

The item shall consist of cleaning sand filters, including the removal and replacement of covers and grates, the removal of all water and sediment, removal and installation of new sand, stone and the geotextile sock on the underdrain system, and disposal of all removed materials, all in reasonably close conformity with the details shown on the drawings and in accordance with these specifications.

Materials:

Sand shall conform to the requirements of Section 804 of the Standard Specifications.

Stone shall be ¾ inch (DE No. 57 or equiv.) Stone shall comply with quality and gradation requirements of Sections 805 and 813 of the Standard Specifications.

The geotextile fabric sock or tube shall be non-woven drainage fabric and shall conform to the requirements of Section 827.04.

Cleaning Methods:

Remove all sand, debris and water from both chambers of the sand filter and the receiving weirs. Both chambers shall be maintained to a broom clean condition.

Remove geotextile from existing underdrain. Replace with new geotextile fabric sock or tube, secured with a removable band of Contractor's choice for maintenance purposes such as wire or duct tape, subject to the Department's concurrence.

Install sand and stone in accordance with plan specifications.

Maintenance of Traffic. The contractor must install maintenance of traffic measures as required prior to any cleaning operations.

Disposal. All materials, solids and liquids, removed by the cleaning operation shall become the property of the Contractor and shall be removed from the Project or otherwise properly disposed of. Prior sampling on DelDOT sand filters has shown that all waste removed from the unit has been considered non-hazardous. If additional sampling is required prior to disposal, DelDOT will perform that work at no cost to the contractor.

Method of Measurement:

The quantity of sand filters cleaned will not be measured.

Basis of Payment:

The quantity of sand filters will be paid for at the Contract lump sum. Price and payment will constitute full cleaning, disposal, maintenance and replacement of sand, stone, geotextile sock and for all labor, equipment, tools and incidentals necessary to clean and return the unit to an operating condition and complete the work.

1/6/10

708594 – SEDIMENT CHAMBER CLEANING

Description:

The item shall consist of cleaning only the sediment chamber compartment of the sand filter, including the removal and replacement of covers and grates, the removal of all water, trash, organic debris, sediment, and disposal of all removed materials.-

Cleaning Methods:

Remove all debris and water from the sediment chamber of the sand filter and the receiving weirs. The sediment chamber shall be maintained to a broom clean condition.

Maintenance of Traffic:

The contractor must install maintenance of traffic measures as required prior to any cleaning operations.

Disposal:

All materials, solids and liquids, removed by the cleaning operation shall become the property of the Contractor and shall be removed from the Project or otherwise properly disposed of. Prior sampling on DelDOT sand filters has shown that all waste removed from the unit has been considered non-hazardous. If additional sampling is required prior to disposal, DelDOT will perform that work at no cost to the contractor.

Method of Measurement:

The quantity of sediment chambers cleaned will not be measured.

Basis of Payment:

The quantity of sediment chambers cleaned will be paid for at the Contract lump sum. Price and payment will constitute full cleaning, disposal of debris, and for all labor, equipment, tools and incidentals necessary to clean and return the unit to an operating condition and complete the work.

1/6/10

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. Days on the breakout sheet will only be used to determine compensation of added work at original contract locations if needed. 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.

1/06/2011



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. Box 778
DOVER, DELAWARE 19903

CAROLANN WICKS, P.E.
SECRETARY

UTILITY STATEMENT

STATE CONTRACT No. 30-730-02
Project I.D. No. 10-20091
Sand Filter Maintenance Contract, FY 2011

NORTH DISTRICT

No utility relocation involvement is anticipated, should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utilities' existing facilities, the necessary relocation work shall be accomplished by the respective agencies, as directed by the District Engineer.

General Notes

1. The Contractor's attention is directed to Section 105.09 Utilities, Delaware Standard Specifications, August 2001. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for his equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.
2. It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time.

3. Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the Contractor is directed to contact the following Utility Company representatives with any questions regarding this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations. The Utility Companies do not work on weekends or legal holidays.

DIVISION OF TRANSPORTATION SOLUTIONS

5-4-10

DATE



UTILITY ENGINEER

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
PO BOX 778
DOVER, DELAWARE 19903**

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. 30-730-02

F.A.P. No. N/A for R/W

**CITY OF DOVER, TOWN OF SOUTH BETHANY
SAND FILTER MAINTENANCE**

SUSSEX COUNTY

Certificate of Right-of-Way Status – 100%

As required by 23CFR Part 635, all necessary right of way has been acquired in accordance with current State/Federal rules and regulations covering the acquisition of real property.

This is to certify that all project rights of way is currently available in accordance with the project right-of-way plans.

It is further certified that there were no individuals or families displaced by this project. Therefore the provisions of 49 CFR Part 24 is not applicable to the project.

There are no improvements to be removed or demolished as part of this project.

REAL ESTATE SECTION

Carol V. O'Donoghue
Assistant Chief, Real Estate

May 28, 2010



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

CAROLANN WICKS, P.E.
SECRETARY

ENVIRONMENTAL REQUIREMENTS

For

State Contract No. 30-730-02
Federal Aid No.: None

Contract Title: Sand Filter Maintenance Contract

In accordance with the procedural provisions for implementing the National Environmental Policy Act of 1969, as amended, the referenced project has been processed through the Department's Environmental Review Procedures and has been classified as a Level D/ Class II Action.

Due to the nature of the proposed construction activities, permits are not required for this project. However, the following construction requirements and special provisions have been developed to minimize and mitigate impact to the surrounding environs. These requirements by DelDOT not specified within the contract, but listed below, are the responsibility of the contractor and is subject to risk of shut down at the contractor's expense if not followed.

GENERAL REQUIREMENTS:

1. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable dumping ground.
2. That effort shall be made to keep construction debris from entering adjacent waterways or wetlands. Any debris that enters those areas shall be removed immediately.
3. The disposal of trees, brush, and other debris in any stream corridor, wetland, surface water, or drainage area is prohibited.



CANNOT BE

BID PROPOSAL FORMS

CONTRACT T201073002.02

USED FOR

BIDDING

CONTRACT ID: T201073002 PROJECT(S): T201073002

All figures must be typewritten.

CONTRACTOR : _____

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

SECTION 0001 MAINTENANCE

0010	271501 MAINTENANCE OF EXISTING STORMWATER BMP	LUMP		LUMP		
0020	708584 SAND FILTER CLEANING	LUMP		LUMP		
0030	708594 SEDIMENT CHAMBER CLEANING	LUMP		LUMP		
0040	743050 FLAGGER, NEW CASTLE COUNTY, STATE	200.000 HOUR	41.67000		8334.00	
0050	743051 FLAGGER, KENT COUNTY, STATE	16.000 HOUR	41.81000		668.96	
0060	743052 FLAGGER, SUSSEX COUNTY, STATE	40.000 HOUR	41.53000		1661.20	
0070	763000 INITIAL EXPENSE	LUMP		LUMP		
0080	763643 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP		LUMP		
	SECTION 0001 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

CANNOT BE

SECTION 1		BREAKOUT SHEET - 1		CONTRACT NO. T201073002.02	
ITEM708584 - SAND FILTER CLEANING					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	11	EA	6' Precast sand filters on Lancaster Pike	\$	\$
2	3	EA	6' Precast sand filters on Kennett Pike	\$	\$
3	1	EA	6' Precast sand filters on Whiteoak Road	\$	\$
TOTAL ITEM 708584 -SAND FILTER CLEANING \$ _____ (LUMP SUM BID PRICE FOR ITEM 708584)					

USED FOR
BIDDING

CANNOT BE

SECTION 1		BREAKOUT SHEET - 2		CONTRACT NO. T201073002.02	
ITEM 708594 - SEDIMENT CHAMBER CLEANING					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	123	EACH	6' Precast sand filters on Lancaster Pike	\$	\$
2	58	EACH	6' Precast sand filters on Kennett Pike	\$	\$
TOTAL ITEM 708594 - SEDIMENT CHAMBER CLEANING \$ _____ (LUMP SUM BID PRICE FOR ITEM 708594)					

BIDDING

CANNOT BE
USED FOR
BIDDING

SECTION 1		BREAKOUT SHEET - 3		CONTRACT NO. T201073002.02	
ITEM 763643 - MAINTENANCE OF TRAFFIC, ALL INCLUSIVE					
LOCATION NO.	LOCATION DESCRIPTION.	WORKING HOURS	PRIMARY MOT CASE SET-UPS	UOM	AMOUNT
1	Lancaster Pike (RD 237)	Daytime	3	LS	\$
2	Kennett Pike (RD 009)	Daytime	7	LS	\$
3	Whiteoak Road (RD 006)	Daytime	7	LS	\$
4	Coastal Highway (RD 014)	Daytime	3	LS	\$
TOTAL ITEM 763643 - MAINTENANCE OF TRAFFIC, ALL INCLUSIVE \$ _____ (LUMP SUM BID PRICE FOR ITEM 763643)					

"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.

CANNOT BE
USED FOR
BIDDING

CERTIFICATION

Contract No. T201073002.02

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

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

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

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

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

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

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

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

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

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

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

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
of _____ in the County of _____ and State of _____
as **Principal**, and _____ of _____ in the
County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of
Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____
Dollars (\$ _____), or _____ percent not to exceed _____
Dollars (\$ _____) of amount of bid on Contract
No. T201073002.02 , to be paid to the **State** for the use and benefit of its Department of Transportation
("**DeIDOT**") 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 **DeIDOT** 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 **DeIDOT**, 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

