

STATE OF DELAWARE

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YOU MUST PURCHASE
THE PROPOSAL IN ORDER
TO SUBMIT A BID.



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201157078.01

MOWING CENTRAL, FY 2011-2013

KENT 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 March 1, 2011

Contract No.T201157078.01

**MOWING CENTRAL, FY 2011-2013
KENT COUNTY**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all materials for THIS IS THE THREE YEAR MOWING CONTRACT FOR CENTRAL DISTRICT, 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**

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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Contract No. T201157078.01

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.

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.

Contract No. T201157078.01

**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. T201157078.01

SPECIAL PROVISIONS

Contract No. T201157078.01

736500 - MOWING ROADSIDE
736501 - MOWING MEDIAN
736502 - MOWING

Description:

This work consists of mowing roadside, median, and/or any designated areas to a height between approximately 4" (100 mm) and 6" (150 mm), unless otherwise indicated on the Plans, and in accordance with the locations, notes on the Plans and/or as directed by the Engineer.

Equipment:

Equipment used for mowing operations shall be mechanical, and shall be sufficiently equipped with safety devices to protect the operator, motorists, and pedestrians from moving hazards, and shall have prior approval of the Engineer. Hand mowing shall be performed on inaccessible areas at the direction of the Engineer.

Method of Measurement:

The quantity of mowing will be measured in linear feet (linear meters) of Mowing Roadside and/or Mowing Median, and in acres (hectares) for other designated areas.

Measurement for Mowing Roadside, shall be made along the approximate center line of the adjacent pavement for mowing areas between the right of way and pavement.

Measurement for Mowing Median shall be made along the approximate center line of the median area to be mowed.

No measurements shall be made for mowing traffic separation islands in intersections.

Basis of Payment:

The quantity of Mowing Roadside and/or Mowing Median, will be paid for at the Contract unit price per linear foot (linear meter) bid "Mowing Roadside" and/or "Mowing Median", and Contract unit price per acre (hectare) for "Mowing", as specifically applicable to this Contract. Price and payment shall constitute full compensation for all labor, tools, equipment, fuels, lubricants, safety devices, necessary traffic controls and maintenance of traffic, location moves, and incidentals necessary for the performance of the work.

Mowing of traffic separation islands in intersections shall not be paid for separately, but are considered incidental to Mowing Roadside or Mowing Median.

For new construction contracts, there shall be no payment for the final clean up mowing as required in Subsection 104.13 of the Standard Specifications.

1/11/02

763563 - PERFORMANCE AND PAYMENT BOND

Description:

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

Method of Measurement:

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

Basis of Payment:

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

6/12/98

PROJECT NOTES
CONTRACT NO. T201157078
ROADSIDE MOWING
2011, 2012, 2013

INTENT:

It is the intent of this contract to provide for the mowing of grass on road shoulders and in the median, in Central District.

GENERAL:

The following clauses relate to roadside mowing in Areas 6, 7, & 8, in the Central District.

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

In case of failure on the part of the contractor to comply with the terms of the contract, the Division of Maintenance and Operations may proceed to take appropriate action in accordance with the provisions of the Contract Agreement contained herein.

Questions related to actual locations in the field, after final execution shall be directed to the Central District Maintenance Engineer at (302) 760-2438. Questions concerning this contract during the bidding period shall be submitted via facsimile to Scott Gottfried, Competitively Bid Contracts Coordinator, at Fax (302) 739-2254, Office (302) 760-2030.

SPECIFICATIONS:

The "Delaware Standard Specifications for Road and Bridge Construction-AUGUST 2001," hereafter referred to as the Standard Specifications, Supplemental Specifications, the Special provisions, Project Notes, this Bid Proposal and any addenda shall govern the work to be performed under this contract.

The Project Notes represent modifications and revisions to the Standard Specifications and whenever the Project Notes differ from the Standard Specifications, and Supplemental Specifications, these Project Notes shall govern.

COORDINATION OF PROJECT NOTES, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS:

The standard specifications, the supplemental specifications, the project notes, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all.

They are intended to be complementary and to describe and provide for a complete work. In the event of any discrepancy between the drawings and figures written thereon, the figures, unless obviously incorrect, are to govern over scaled dimensions, in the case of any discrepancy between the project notes and specifications, the project notes are to govern. If there is discrepancy between the standard specifications and supplemental specifications, the supplemental specifications are to govern. Special provisions shall govern over specifications supplemental specifications, and project notes.

If, in the progress of the work, the contractor should discover any errors or omissions in the project notes, specification, or in the work undertaken and executed by him, he shall immediately notify the Engineer and shall not proceed with the work until corrections shall have been made.

DESCRIPTION:

Work performed under this contract shall consist of mowing roadsides over three (3) twelve-month periods.

DURATION OF CONTRACT:

The duration of this contract is three (3) twelve-month periods, beginning on the date of final execution.

CANCELLATION:

The Department reserves the right to cancel this contract at any time if the work, as determined by the Department, is unsatisfactory. The Engineer has the option to terminate the contract if the contractor fails to complete any mowing cycle that goes beyond ten (10) days of any one mowing cycle deadline date of completion. In the event of such cancellation, the Department's sole responsibility for payment shall be for that work which is satisfactorily completed on the termination date.

Liquidated damages shall accrue for that period between the end of the mowing cycle, and the date that the contract is terminated by the Department, in accordance with the section entitled Liquidated Damages of these Special Provisions.

MAINTENANCE OF TRAFFIC:

Traffic shall be maintained along the route of the project. The contractor shall provide and maintain ingress and egress for properties abutting the work project. Activities, which may temporarily interfere with property access, shall be coordinated in advance with the property owner.

The contractor and all others shall perform all work in a manner that will insure the least practicable obstruction to traffic consistent with safety and shall comply with the manual titled, "Delaware Manual on Uniform Traffic Control Devices (MUTCD)," revised, May 2010, and any updates.

No equipment, gas or fuel can be stored within 30 feet of the roadway.

Signs:

All traffic control devices shall be in new or refurbished condition, shall be in compliance with the manual titled, "Delaware Manual on Uniform Traffic Control Devices (MUTCD)," revised, May 2010, and any updates and must be approved by the Engineer prior to installation, and shall be installed in accordance with **Cases 24 & 25** of that manual.

Traffic control devices shall be maintained in good condition for the duration of use. The Contractor shall utilize, "MOWING AHEAD" and "END MOWING" signs to alert motorists of the mowing activity.

Payment for all signs, standards, and appropriate installation of such required equipment shall be incidental to the item "**MOWING**" of these Project Notes.

EQUIPMENT:

The equipment shall consist of the following:

Medium-duty tractor (2 or 4-wheel drive) with 3-point hitch or other suitable mower mount, to include a suitable boom type mower, as determined by the Engineer, with a minimum net engine horsepower of 50 and registered and licensed with the Division of Motor Vehicles, as required by law. Mower(s) shall be capable of mowing any slope within the limits of the right-of-way

Mower or mowers shall be designed to mow a minimum five (5') foot swath and be a flail, disc or rotary design with P.T.O. pump or direct driven blade assembly.

Tractor Mower: The tractor shall be equipped with the following safety devices:

- One set of turn signals with an auxiliary switch that will enable all four signals to be operated simultaneously.
- One set of headlights and tail lights.
- One set of stoplights.
- Slow Moving Vehicle symbol, clearly visible.

- One or more amber revolving or flashing strobe light(s), visible front and rear for a distance of 500 feet, as determined by the Engineer.

The headlights, taillights, stoplights, and turn signals shall meet State Motor Vehicle Code Requirements for Light Trucks.

MOWING CYCLES:

The Department reserves the right to require the contractor to mow more than once any locations during any one mowing cycle, as directed by the Engineer. The price per additional acre mowed shall remain the same as that bid for that year. The Contractor shall not be compensated if the additional mowing was the result of an initial unacceptable mowing location.

DESCRIPTION OF WORK:

Mowing, General Notes-

All roadside vegetation shall require mowing a minimum of three (3) full-width mowing of right-of-way per season and to a minimum height of six inches (6"). Scalping and rutting by the Contractor shall be repaired and re-seeded, in accordance with Section 734 of the Standard Specifications, at the Contractor's expense, as determined by the Engineer.

The contractor shall be required to trim around guardrails, telephone poles, electric poles, signposts, delineator posts, and standards as an incidental part of this item. Grass around these obstacles shall not exceed six inches (6") in height. At the contractor's discretion, trimming may be accomplished by mechanical means or through the use of herbicide(s).

If the contractor opts to utilize herbicide(s) to control grass around such obstacles, he shall submit current label(s) and Material Safety Data Sheets representing the herbicide(s) he intends to use, along with his intended rate(s) of application, **THIRTY (30)** days prior to the mowing cycle.

Herbicide(s) shall be applied around posts to create a treated area with a radius of one-foot (1') around the obstacle. For multiple post signs, the application shall be continuous between the posts, extending one foot (1') to either side of the signboard and one-foot (1') beyond the outside posts.

SPRING MOWING CYCLE:

The initial mowing shall be defined as the Spring Mowing Cycle and shall be initiated as per notification from the Engineer or in such a timely manner so as to be completed before **JUNE 18**, of each year the contract is in force. The initial mowing cycle shall not commence prior to **MAY 30**.

This cycle shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way, or the entire median area, where such median area is described under the section entitled "**LOCATIONS**."

SUMMER MOWING CYCLE:

The Summer Mowing Cycle shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way or the entire median area. This cycle shall commence in such a timely manner to be completed before **AUGUST 27** of each year the contract is in force.

FALL MOWING CYCLE:

The Fall Mowing Cycle shall commence in such a timely manner to be completed before NOVEMBER 5 of each year, but shall not commence prior to OCTOBER 10. This cycle shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way or the entire median area.

LOCATION OF WORK:

All mowing shall be conducted on roads within Central District, as listed under "LOCATIONS."

WORKING DAYS:

The contractor shall not conduct mowing operations on Sundays or official Holidays unless approved in writing by the Engineer. No mowing will be conducted after sunset or before sunrise, without the express and written permission of the Engineer.

"OZONE ACTION DAY" NOTIFICATION AND PROCEDURE:

When notified by the Department that the following day has been designated as an "OZONE ACTION DAY," mowing or related work using fossil fuel powered engines may be eliminated or restricted at the direction of the Department. The Engineer either shall notify the Contractor by telephone or facsimile transmission (FAX)(302-739-3857) prior to 3:00 PM of the day prior to the designated "Ozone Action Day." Mowing cycle completion dates shall be adjusted by an equal number of days, or portion per day, per mowing cycle effected, in numbers equal to the number of days for which mowing is not permitted or is restricted due to "Ozone Action Day" restrictions.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible to remove litter and debris from the mowing area that would impede the actual movement or operation of mowing equipment or which creates a hazard to the motoring public or adjacent properties. The Contractor shall be responsible for disposal of any litter or debris removed.

The contractor shall be responsible for all damages incurred as a result of mowing operations. No claims are to be made against the Department for any damages to equipment.

The contractor shall mow on the right side of the highway in each direction with the flow of traffic, as much as practicable.

Grading of roads or road/shoulder repair activity that impedes or prevents mowing or which could result in damage to mowing equipment shall be brought to the attention of the Central District Engineer for remedial action.

INSURANCE:

The contractor, at his own expense, shall carry the following coverage, as a minimum:

Automobile Liability Coverage - The minimum limits of liability shall be \$250,000 per person and \$500,000 per occurrence of bodily injury and \$100,000 per occurrence of property damage. In the event a combined Single Limit Policy is in force, a limit of liability of \$500,000 will be deemed to meet this requirement.

General Liability Coverage - The minimum limits of liability shall be \$300,000 bodily injury and \$100,000 property damage. Combined single limit of \$400,000 meets the requirement.

Worker's Compensation-Statutory limits with \$100,000 limit of liability for Employer's Liability.

The Contractor shall furnish proof of such coverage to the Department and the Contractor shall save harmless the State of Delaware, the Department, its employees and/or agents as a result of operations performed under this agreement. The Contractor shall furnish proof of insurance with the execution of this contract. Proof of insurance for the final two years of this contract should be sent to the following address;

Department of Transportation
Division of Maintenance and Operations
800 Bay Road
Dover, Delaware 19901

And labeled "Proof of Insurance: Contract No. **T201157078**"

LIQUIDATED DAMAGES:

Failure to complete each mowing cycle satisfactorily prior to the termination dates as stipulated under "**MOWING CYCLE**" shall be cause for assessment of Liquidated damages in amount of **Five Hundred Dollars (\$500.00)** per day per mowing cycle.

PRICES QUOTED:

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

BASIS OF AWARD:

Award of this contract shall be based on the acceptable low bid submitted. The Department reserves the right to reject any or all bids beyond the limits of the estimated cost of the mowing contained in the proposal.

METHOD OF MEASUREMENT:

Method of measurement shall be based on the actual number of acres of mowing as contained in these Project Notes and as described under "Mowing Cycle", which shall be binding. Quantities listed are for bidding purposes only. It shall be the bidder's responsibility to reflect this condition in the bid as submitted.

BASIS OF PAYMENT:

Measured as provided herein, the acres of mowing will be paid for at the contract unit price bid per acre for mowing, which price and payment shall be full compensation for mowing, mobilization, maintenance of traffic, signs, all labor, equipment and incidentals necessary to complete the work.

PRE-AWARD EQUIPMENT/PERSONNEL DEMONSTRATION:

Prior to award of the contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and demonstrate to the satisfaction of the Engineer that his equipment and personnel meet the contract specifications.

FUNDING:

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

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

WORK SCHEDULE:

Prior to beginning each mowing cycle, the contractor shall supply the Engineer with a work schedule listing the order in which he plans to mow the various roads as listed under "**LOCATIONS**," together with an approximate time schedule. The Contractor will contact the area supervisor and or his office before starting the mowing operation each day. Failure to do so will result in work being suspended for that day and time charges continuing.

LIMITS OF RIGHT OF WAY:

Any questions regarding the limits of the right of way shall be referred to the Engineer.

CONSTRUCTION AREAS:

Areas which come under construction during the life of this contract shall be removed from the contract and payment reduced by the contract bid price per acre for the duration of the construction. Areas to be removed shall be as determined by the Engineer.

**CONTRACT NO. T201157078
ROADSIDE MOWING, 2011, 2012, 2013**

LOCATIONS: AREA-6 HARRINGTON

ROAD #	FROM ROAD #	TO ROAD #	ACRES OF RIGHT-OF-WAY
424	8	423	1.16
425	423	124	5.89
423	8	120	12.38
422	425	120	5.46
410	124	124	2.23
409	8	21	10.91
124	425	408A	8.76
414	123	DEAD END	2.18
412	123	DEAD END	1.45
413	412	DEAD END	.58
411	124	123	2.00
123	19	19	21.48
122	DEAD END	19A	12.74
418	121	122	5.24
419	121	120	7.28
420	124	19	1.16
408	409	8	9.20
19	8	120	13.47
121	19	DEAD END	15.29
417	121	DEAD END	.29
120	8	121	9.33
421	19	422	5.46
20	8	408	1.00
21	20	SUSSEX LINE	5.80
408A	408	124	<u>3.10</u>
		SUB-TOTAL=	163.84

**CONTRACT NO. T201157078
ROADSIDE MOWING, 2011, 2012, 2013**

LOCATION: AREA-7 MAGNOLIA

ROAD #	FROM ROAD #	TO ROAD #	ACRES OF RIGHT-OF-WAY
255A	ROUTE # 10	255	.46
255	255A	110	6.67
256	ROUTE # 10	110	7.52
268	110	ROUTE 12	6.30
269	268	MARYLAND LINE	1.75
267	268	266	2.84
266	ROUTE 12	110	5.96
265	ROUTE 12	110	3.25
264	ROUTE 12	110	2.52
110	MARYLAND LINE	ROUTE 12	10.67
258	110	56	7.09
257	256	258	4.18
259	258	260	.82
260	56	110	1.19
254	56	ROUTE 10	2.67
253	56	ROUTE 10	3.76
261	56	DEAD END	1.73
252	251	253	2.35
251	ROUTE 10	56	5.45

ROAD #	FROM ROAD #	TO ROAD #	ACRES OF RIGHT-OF-WAY
242	ROUTE 12	56	.95
262	ROUTE 12	56	5.77
263	ROUTE 12	56	3.82
56	ROUTE 12	ROUTE 10	18.62
249	251	108	3.39
248	249	56	6.87
247	246	248	3.30
246	ROUTE 12	ROUTE 10	10.38
108	246	ROUTE 10	10.07
250	108	ROUTE 10	<u>+.97</u>
		SUB TOTAL =	141.32

**CONTRACT NO. T201157078
ROADSIDE MOWING, 2011, 2012, 2013**

LOCATION: AREA-8 CHESWOLD (WEST SIDE/RTE.13)

ROAD #	FROM ROAD #	TO ROAD #	ACRES OF RIGHT-OF- WAY
41	MARYLAND LINE	454	23.39
45	41	1	.60
39	41	MARYLAND LINE	22.50
65	454	NEW CASTLE LINE	1.01
134	39	65	2.90
453	39	38	.25
38	453	NEW CASTLE LINE	6.00
40	39	41	.99
133	39	NEW CASTLE LINE	1.45
138	39	41	5.56
129	39	NEW CASTLE LINE	10.86
126	39	NEW CASTLE LINE	14.00
130	129	126	1.59
135	126	NEW CASTLE LINE	.50
128	126	39	4.00
127	126	MARYLAND LINE	.75
95	39	41	7.27
96	95	93	1.50
93	MARYLAND LINE	MARYLAND LINE	1.50
143	95	41	6.50

ROAD #	FROM ROAD #	TO ROAD #	ACRES OF RIGHT-OF- WAY
140	95	44	6.55
142	140	94	2.00
141	140	94	1.75
94	41	95	23.39
139	94	41	5.02
131	94	39	7.27
132	131	44	.93
44	39	41	<u>+12.37</u>
		SUB-TOTAL =	172.40

**CONTRACT NO. T201157078
ROADSIDE MOWING, 2011, 2012, 2013**

LOCATION: AREA-8 CHESWOLD (EAST SIDE/RTE. 13)

ROAD #	FROM ROAD #	TO ROAD #	ACRES OF RIGHT-OF-WAY
9	1	322	19.93
64	76	9	4.00
76	9	NEW CASTLE LINE	.25
82	9	320	6.30
317	82	320	8.87
318	317	82	3.64
319	82	9	1.21
320	9	NEW CASTLE LINE	9.96
321	320	DEAD END	1.04
79	320	DEAD END	.50
322	NORTH DEAD END	SOUTH DEAD END	1.50
323	9	11	2.42
324	83	9	1.21
325	9	2	8.50
11	12	9	14.00
83	325	DEAD END	8.72
326	83	DEAD END	9.10
84	11	2	14.28
448	325	84	5.49
12	2	14	12.70
328	329	11	3.90

327	328	85	.36
329	85	DEAD END	.66
333	86	15	3.63
335	86	DEAD END	1.63
336	15	86	1.94
87	86	DEAD END	5.02
66	15	51	8.03
341	66	16	4.36
2A	2	DEAD END	.50
342	16	66	.97
338	15	DEAD END	1.69
339	15	DEAD END	1.33
340	16	15	1.94
89	16	DEAD END	8.88
16	7	67	8.50
14	2	15	14.50
330	2	DEAD END	2.87
345	330	2	4.50
331	15	154	12.75
88	2	331	7.52
332	14	88	11.96
337	88	15	6.30
334	15	88	1.94
85	12	DEAD END	8.36
15	14	16	30.06

154	2	DEAD END	2.72
88A	88	DEAD END	2.25
86	15	15	<u>+15.13</u>
		SUB-TOTAL	307.82
STREETS IN WOODLAND BEACH			
	BEACH AVENUE		
	WOODLAND AVENUE		
	SMYRNA AVENUE		
	BOMBAY HOOK AVENUE		
	KENT AVENUE		
	NORTH AVENUE		
	PEARSON AVENUE		
		WOODLAND BEACH STREETS TOTAL ACRES	.85
		SUB- TOTAL (AREA-8)	308.67

**CONTRACT NO. T201157078
ROADSIDE MOWING, 2011, 2012, 2013**

**TOTAL ACREAGE
AREAS 6,7, & 8**

AREA 6 - HARRINGTON	163.84
AREA 7 - MAGNOLIA	141.32
AREA 8 - CHESWOLD	+ <u>481.07</u>
TOTAL ACREAGE PER CYCLE	786.23
	<u>X 3</u>
* TOTAL YEARLY ACREAGE	<u>2,358.69</u>

*** TOTAL ACREAGE LISTED CONSISTS OF FOUR (3) FULL - WIDTH MOWINGS PER SEASON AS DESCRIBED UNDER MOWING CYCLE.**

CANNOT BE
BID PROPOSAL FORMS
USED FOR
CONTRACT T201157078.01
BIDDING

CONTRACT ID: T201157078.01 PROJECT(S): T201157078

All figures must be typewritten.

CONTRACTOR : _____

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

SECTION 0001 MOWING CENTRAL FY, 2011-2013

0010	736502 MOWING FY2011	ACRE	2358.690			
0020	736502 MOWING FY2012	ACRE	2358.690			
0030	736502 MOWING FY2013	ACRE	2358.690			
0040	763563 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP			
SECTION 0001 TOTAL						
TOTAL BID						

CANNOT BE
USED FOR
BIDDING

CERTIFICATION

Contract No. T201157078.01

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. T201157078.01
, 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



