

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

CONTRACT NO. DOT2211-LONG_LINE

GENERAL DESCRIPTION:

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

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

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

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

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

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

CONTRACT TERM:

The contract shall be valid for (3) three calendar years from the contract execution. The contract may be extended for (2) two additional, one-year terms through negotiation between the contractor and the Department of Transportation. Negotiation should be initiated no later than (90) ninety days prior to the termination of the current agreement.

CONTRACT AWARD:

The award of the contracts will be made to the lowest responsive and responsible bidder(s), for District I, and for District II.

Pursuant to 29 Del. C. § 6926, the Department reserves the right to award a contract for a particular public works project to 2 or more firms if the agency head makes a determination that such an award is in the best interests of the State. If such a determination is made, the advertisement shall include a notification of the right of the agency to make such an award and the criteria upon which such an award will be based.

AGENCY USE CONTRACT

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

SUBLETTING OR ASSIGNMENT OF CONTRACT:

The vendor(s) shall give their personal attention to the faithful prosecution of the work; shall keep the same under his personal control and shall not assign by power of attorney or otherwise sublet the work or any part thereof without the previous written consent of the Department. The vendor shall not either legally or equitably assign any of the monies payable under this agreement or his claim thereto unless by and with the written consent of said Department.

PRICE ADJUSTMENT:

Upon expiration of the initial contract term, each one-year contract extension may adjust pricing by mutual written agreement. The pricing must cover the full term of the contract extension period. If the price difference for any extension period exceeds the previous one-year period, approval of the price adjustment shall be at the discretion of the Department. The Department retains the right to reject a request for future year extensions at any time.

RIGHTS TO TERMINATE THE CONTRACT:

The Department reserves the right to terminate the contract(s) subject to legislative appropriations, breach of contract, or at any time with sixty (60) days' notice to the vendor.

LOCATION OF WORK SITES:

Delaware Route 6 will be the boundary between District I to the North and District II to the South and will be maintained by District I. The Project Coordinator may assign other roads that cross the boundary line.

A full markings team is required in each District from the first day of work in each District until all work has been completed in that District.

A full markings team consists of: A paint truck, four (4) chase trucks and two (2) painters. A lesser crew may be used when approved by the project coordinator.

If a single contractor is working in both Districts, the contractor may not consolidate both crews in one District without written permission.

ALTERATION OF PLANS OR CHARACTER OF WORK:

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

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

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

MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

- b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$250,000 each person and \$500,000 each accident as to bodily injury and \$250,000 as to property damage to others.

and

- c. The vendor shall maintain such insurance as will protect against claims under Worker's

Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Transportation
Contract No. NUMBER
Send to Attention of:
Contract Administration
800 Bay Road, Dover, DE 19901

Note: The State of Delaware shall not be named as an additional insured.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

MATERIALS:

Materials to be used on this contract must be listed on the "Approved Materials List" located elsewhere in these specifications.

Upon notification of award, it shall be the responsibility of the vendor to contact the Department's Materials and Research Section to arrange for sampling and testing of approved materials. All samples required by the Department's Materials and Research Section shall be supplied by the vendor 30 days prior to use in amounts and sizes indicated, at no cost to the Department.

Materials used on the job site must be in their original packaging/container and have the proper labels and paperwork as proof before any work is done, further testing may be required, and will be done by the Department's Materials and Research Section.

WARRANTY:

The successful bidder shall be required to extend any policy guarantee usually offered to the public on article(s) and/or service(s) against defective material and workmanship.

BASIS OF OPERATIONS:

The contractor must provide his own base of operations; the contractor cannot store any equipment, materials, or supplies necessary for this contract on State property. Any work on any equipment or any transfer of materials among vehicles shall not take place in any highway yard. The Department will bear no responsibility for the safety of the equipment and/or supplies. The contractor is responsible for handling of all materials and shall do so in a safe and legal manner.

MAINTENANCE OF TRAFFIC:

Other than flaggers (see below*) no separate payments will be made for maintenance of traffic cost. For this contract, these are considered incidental to the bid work orders.

*There shall be a certified flagger with the paint truck and each one of the follow trucks. When the convoy is required to direct traffic there shall be a certified flagger present at each truck.

Traffic shall be always maintained in accordance with Subsections 104.01, 104.10, and 107.07 of the Standard Specifications.

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

All crewmembers shall always wear, a Class Three safety vest that meets the ANSI 107 – 2004 standard requirements.

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

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

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

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

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

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

Flaggers shall be governed by and familiar with the Delaware Manual on Uniform Traffic Control Devices (MUTCD) Part 6, latest edition, and updates in effect at the time of advertisement for bids. Flaggers shall have completed flagger training and testing within the last three (3) years as offered by American Traffic Safety Services Association (ATSSA). The contractor shall provide appropriate documents showing the flagger certification status throughout the duration of the

contract.

Flaggers shall be completely covered (clothed) from neck to feet. The minimum clothing requirements for flagger shall be long pants and a standard T-shirt with sleeves along with appropriate footwear (no open-toe shoes). The Flagger shall wear a Class Three safety vest that meets the ANSI 107 – 2004 standard requirements.

The contractor must plan the work so that no lanes of traffic are closed or seriously hindered from Friday noon to Monday noon.

The period of time that lanes are to be open depends on the day of the week on which the legal or observed holiday or event falls. The following schedule determines this periods, notwithstanding allowable lane closure times permitted by the Contract:

Day of holiday or event	Time all lanes must be open to traffic
Sunday	12:00 PM Friday through 5:59 AM Monday
Monday	12:00 PM Friday through 11:59 PM Monday
Tuesday	3:00 PM Monday through 11:59 PM Tuesday
Wednesday	3:00 PM Tuesday through 11:59 PM Wednesday
Thursday	3:00 PM Wednesday through 11:59 PM Thursday
Thursday (Thanksgiving only)	6:00 AM Wednesday through 11:59 PM Sunday
Friday	12:00 PM Thursday through 5:59 AM Monday
Saturday	12:00 PM Friday through 5:59 AM Monday

Travel lane, ramp or road closures are not permitted on any road within one mile of a designated polling place during the primary and general elections that fall during an even numbered year.

In addition, the following restrictions apply to contract work taking place within the City of Dover limits, projects on SR 1, I-95 and I-495 and as directed by the Traffic Safety Section:

Lane closures and road closures are prohibited from occurring during the firefly music festival event in Dover, De from 12:00 am Wednesday prior to the event through 12:00 am Tuesday following the event. The engineer will provide the dates of the event prior to the restrictions being implemented.

Additional restrictions may apply as noted in the Contract Documents or as directed by the Engineer.

Some signs and devices may be carried on mobile equipment.

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

All vehicles shall display flashing or rotating yellow lights, which are visible in all directions.

All arrow boards must have controls so that the arrow may be switched without stopping the vehicle.

All vehicles shall be equipped with a Citizens Band transceiver for communication with the project coordinator, or an approved transmitter furnished by the contractor.

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

Night work is defined as any roadwork occurring between 9:00 PM and 5:00 AM

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

The "WET PAINT" or any sign that is required by Typical Applications from the Delaware Manual on Uniform Traffic Control Devices signs shall be constructed of prismatic retroreflective sheeting to be readable at night. All signs in the truck convoy must be uniform in reflectivity and brightness. One of the smaller follow trucks may lead the convoy at night at the Project Coordinator's discretion.

WORK PERIOD:

The first day of work in each District is to be on or before March 3, 2023.

With the permission of the Project Coordinator, the contractor may start before the above noted date.

Permission to start after the above noted dates without Liquidated Damages being assessed will not be granted.

AUTHORIZATION OF WORK:

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

WORKMANSHIP:

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

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

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

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

On all roadways the contractor shall paint from both sides of the machine whenever two lines are needed, or use two machines simultaneously, if traffic can be accommodated. This shall not require a reduction in marking speed. The project coordinator can authorize the painting from a single side when necessary.

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

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

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

The contractor must be able to paint (12") gore lines off either side of the paint machine, but not necessarily simultaneously.

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

CONTROL AND INSPECTION:

The Departments Pavement Markings section will assign areas of work and the order in which the work must be undertaken.

Upon receipt of the "award letter" the contractor must submit a list of required materials that he/she needs to order prior to the receipt of a Purchase Order, such as paint and glass beads, to ensure that the application of pavement markings begin on the scheduled date. The

Department will send written confirmation of those items that the contractor is authorized to purchase.

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

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

The Department will advise the contractor of the order in which the work must be undertaken.

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

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

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

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

Rejected pavement markings must be removed the same day that notification of rejection is given. Any rejections must be noted in the Project Coordinator's Diary. If the Project Coordinator deems that same-day removal is not critical, he/she may wave this requirement. Material must still be removed, however, not on the same day that notification is given. Any rejected material must be noted in the Project Coordinator's Diary and signed by the contractor's on-site representative. Any waivers must also be so noted and signed. Failure to remove rejected markings as specified will be considered Failure to Pursue the Work.

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

The contractor may work in no more than one (1) area in each District at any one time. Unless prior approval has been given by the Project Coordinator.

Once work begins the contractor is expected to supply a full markings team within each District every day that work is scheduled (weather permitting). Any breaks in this schedule must be approved by the Project Coordinator. Failure to comply with this paragraph is a Failure to Pursue the Work. (See Liquidated Damages).

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

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

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

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

LIQUIDATED DAMAGES:

Failure to Pursue the Work or Failure to Protect the Work Site shall cause Liquidated Damages to be assessed in accordance with section 108.09 of the Standard Specifications.

PATTERNS:

This contract shall include all longitudinal lines. Lines shall be (6") and (12"), dotted, skip or solid, as required herein or as specified by the engineer.

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

The Project Coordinator may require other patterns.

METHOD OF MEASUREMENTS OF APPLIED MATERIALS:

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

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

BASIS OF PAYMENT FOR APPLIED MATERIALS:

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

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

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

SUBMISSION OF INVOICE:

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

Payment will be monthly for each separate unit of work complete in place and accepted.

MAINTENANCE OF TRAFFIC:

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

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

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

For two lane roadways, Typical Application 17A and 17B (used with 17 as cone recovery).

For multilane roadways, Typical Application 35B and 35C (used with 35 as cone recovery).

For Freeways with more than two lanes in one direction, Typical Application 35D and 35E (used with 35 as cone recovery) closing only one lane.

For Freeways with more than two lanes in one direction, Typical Application 35F and 35G (used with 35A as cone recovery) closing more than one lane. Additional vehicles are required when closing more than two lanes.

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

