

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201480201.01

WOODLAND FERRY REPAIRS, SOUTH, 2014

SUSSEX COUNTY

ADVERTISEMENT DATE: JULY 22, 2013

Completion Date 365 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 AUGUST 13, 2013

**WOODLAND FERRY REPAIRS, SOUTH, 2014
SUSSEX COUNTY**

DESCRIPTION

The improvements consist of furnishing all labor and materials for WOODLAND FERRY REPAIRS, SOUTH, 2014, 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 90 Calendar Days .

PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.
2. 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.
3. Please note the following Attachments, as specified in the enclosed Project Notes, shall be considered a part of this proposal.

Attachment 1 - Photographs (4 pages)

Attachment 2 - Certificate of Inspection (2 pages)

Attachment 3 - Woodland Ferry Plans (10 pages)

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, 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.

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. T201480201.01

PROJECT NOTES

Contract No. T201480201.01

PROJECT NOTES

INTENT:

It is the intent of this contract to provide for the transportation, service and repair of the Woodland Ferry.

GENERAL:

The following clauses relate to the transportation, service and repair of the Woodland Ferry.

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

Whenever the word “Department” is used, it shall refer to the State of Delaware, Department of Transportation.

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

SPECIFICATIONS:

The Specifications entitled “Delaware Standard Specifications, August 2001,” hereafter referred to as the Standard Specifications and the Special Provisions contained herein, shall govern the work to be performed under this contract.

The Special Provisions represent modifications and revisions to the Standard Specifications and whenever the Special Provisions differ from the Standard Specifications, these Special Provisions shall govern.

A bid bond and performance bond are required for this contract as stated in sections 102.08 and 103.05 of the Standard Specifications.

The Department reserves the right to add and delete items to this contract as needed. Additional work shall be performed at the contract unit prices. In the case where contract unit prices are not available, the prices are to be negotiated prior to commencement of work.

DURATION OF CONTRACT:

The duration of this contract is ninety (90) calendar days. Contract time will start when the notice to proceed is issued.

LOCATION OF WORK:

All work shall be completed off site at a location suitable for completion of the items outlined in this contract. The ferry is currently located in its slip located on the Nanticoke River at 5145 Woodland Ferry Road Seaford, Delaware.

CONTRACTOR’S RESPONSIBILITY:

The Contractor shall be responsible for transporting the vessel off site and then returning it after work is complete. It will be necessary for the Contractor to provide the Department with evidence that sufficient insurance coverage is available to compensate the Department for any loss or damage prior to transporting the ferry and must maintain such proof for the duration of the contract.

The Woodland Ferry is listed as a Subchapter “T” small passenger ferry by the United States Coast Guard. The contractor is responsible for obtaining Coast Guard approval when required.

It is the contractor’s responsibility to contact the United States Coast Guard at (302) 644-1909 and arrange for the vessel to be inspected before placing it back into the water.

The Contractor shall be responsible for all permits, licenses, and fees, as stated in Section 107.02 of the Standard Specifications and the Special Provisions.

The Contractor shall observe and identify any items that are perceived to be deficient, and shall bring them to the attention of the Department. Prices for additional work resulting from such deficiencies shall be negotiated prior to commencement of work.

All work shall be done in accordance with the latest USCG requirements that pertain to this vessel.

LIABILITY:

Certificate of insurance and/or copies of insurance policies for the following:

1. 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 terms of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the Department. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/3,000,000.00 per occurrence.
and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/3,000,000.00 per occurrence.
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.
 - d. Product Liability - \$1,000,000.00 per person/3,000,000.00 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

Contract No. T201480201
State of Delaware
Department Of Transportation
800 Bay Rd.
DOVER, DE 19903
FAX: 302-739-2254

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

LIQUIDATED DAMAGES:

Failure to complete the items stipulated under "SCOPE OF WORK" within the ninety (90) days shall be cause for assessment of liquidated damages as stated in section 108.09 of the Standard Specifications.

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 work contained in this proposal.

ACCEPTANCE:

Prior to acceptance of work, the Contractor shall deliver the ferry to the Department who will install and operate the ferry under normal conditions in the presence of the Contractor.

BASIS OF PAYMENT:

The quantity of ferry rehabilitation will be paid for at the Contract lump sum. Price and payment will constitute full compensation for transportation, furnishing all materials, performing all the painting, welding and repairs and for all labor, equipment, tools and incidentals required to complete the work. Thirty (30) day progress payments may be made upon request and at the discretion of the Department engineer or his representative based on an approved schedule of values submitted by the Contractor.

WARRANTY:

The Contractor shall extend to the Department a policy guarantee on parts, equipment, and services, against defective material and workmanship for a minimum period of two (2) years from the date of acceptance of the vessel. Any item which is normally covered by the warranty policy but is determined to have been damaged through misuse or operator neglect will be exempt from coverage. In cases where items that are excluded from coverage under this warranty policy but are covered by a manufacturer's policy, the manufacturer's policy will be provided to the Department.

1. Warranty period shall begin after the vessel has been inspected by Department personnel and found to be totally in compliance with the terms, conditions and specifications of this contract, and accepted.
2. If any part of the vessel is normally covered by a warranty policy for more than two (2) years, the full period of warranty policy will be provided to the Department.
3. When warranty work is required, the Department will notify the Contractor and/or their designated maintenance facility. All warranty work shall be performed in the Department's district facility to which the vessel is assigned, at no additional cost to the Department, unless the nature of the work dictates the use of a specialized facility. In such cases, the Contractor will provide all necessary transportation both to and from the specialized facility.
4. The Contractor shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the vessel is assigned to do whatever is required to comply with the manufacturer's warranty without cost to the Department.
5. Upon notification that warranty work is required, the Contractor will be required to complete repairs and/or adjustment within five (5) working days or liquidated damages will be assessed per section 108.09 of the Standard Specifications. The necessary work will be accomplished as expeditiously as possible. If required parts are not available, then non-availability of parts shall be verified by at least three (3) different sources. Verification shall be formal and supplied by the Contractor in writing. If there is a verified non-availability of parts, time charges shall commence on the first (1st) working day following the delivery date of said parts. If the Department agrees to additional time for warranty work, it must be documented prior to the occurrence.

TRANSPORTATION:

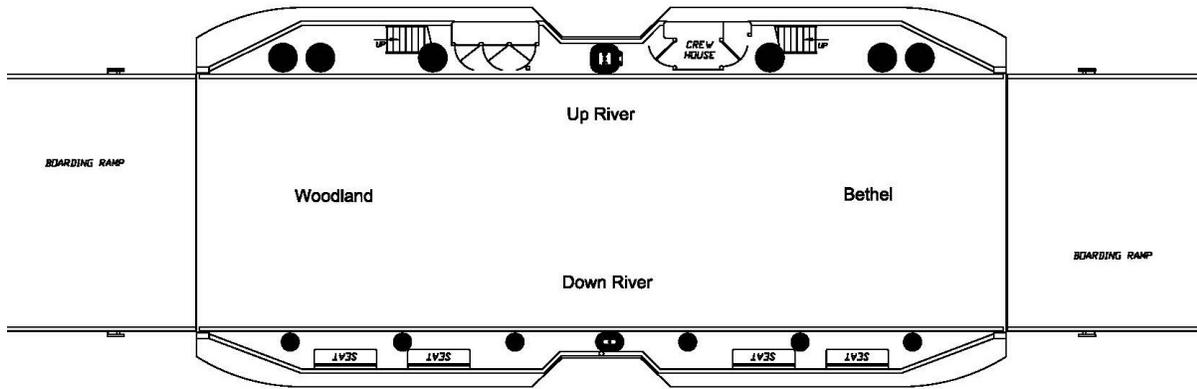
It is the responsibility of the Contractor to take possession of and transport the Woodland Ferry using any reasonable means available to them. Note that the Department will disconnect the guide cable from the vessel at the time of possession by the Contractor, and will subsequently reconnect the guide cable once the Department reclaims possession over the vessel.

ORIENTATION:

The vessel, being out of its natural point of reference and having an undefined bow and stern, shall be referenced as follows. When standing on the deck and facing the pilot house, the boarding side to the left

shall be known as the Woodland end and the boarding side to the right shall be known as the Bethel end. The upriver side of the vessel corresponds with the pilot house.

**Figure
1**



SCOPE OF WORK:

All workmanship is to be to the highest applicable marine standards. All materials are to be new and unused. Departures from this specification are to be brought to the attention of the Department representative and must be preapproved by the Department.

I. Repair & Rehabilitate Minor Items

Engine Details

Make: John Deere

Model: 6081AFM75 8.1L

Serial No.: RG6081A299028

All engine work shall be done by an authorized John Deere Dealer

Engine Overhaul

- A. Perform a compression test on all cylinders (Manual test with readings in psi) and provide findings to the Department.
- B. Engine overhaul of John Deere Marine Diesel engine (2008) 300 HP. To include but not limited to liner kits, pistons, injectors, rings, rod bearings, main bearing, water pump and remanufactured head.

OR

- C. At the Contractors discretion, a John Deere remanufactured long block engine may be purchased in place of doing an engine overhaul. If the Contractor chooses this option, line items A and B are waived.
- D. Replace serpentine belt and inspect idler pulleys.
- E. Replace engine starter and alternator with approved units. Supply the old ones to the Department.
- F. Rebuild transmission gear box.
- G. Replace turbo in kind or with an approved alternative and supply the old one to the Department.

Engine Compartment

- H. Replace four (4) hydraulic shut off valves for thrusters, and rebuild old ones to be used as spares and supplied to the Department when complete (See Photograph 1 & 2).
- I. Replace the 90 degree thruster fittings located by the control panel on the down river side of the vessel (See Photograph 3).
- J. Replace leaking thruster fitting on upstream side of the vessel (See Photograph 4).

- K. Replace (4) multifunction valves (2) in each Hydrostat pump. Use Sauer Danfoss Part#: 85100221 or an approved equivalent. Supply the old valves to Department.

	Model No.	Serial No.
Hydrostat 1	07-48-87594	A-07-40-07106
Hydrostat 2	07-48-87585	A-07-40-07108

- L. Clean diesel fuel tank and coat the inside with a PVC coating that is diesel fuel compatible. Coating must be preapproved. Proof of completion is required.
- M. Install a drain valve on the bottom of the fuel tank such that water and sediments can be drained.
- N. Remove Racor fuel filter and rejoin the fuel line in as straight a run as possible (See Photograph 6).
- O. If the Contractor chooses to gain access to the engine compartment through the water tight hatch, then a water tight seal must be replaced and verified when reinstalling hatch cover (See Photograph 7).

Sheave Compartment

- P. Replace all hoses in kind, and repair manifold leaks in sheave wheel compartment.
- Q. Install a support bracket on steel lines on the door side to keep them from moving (See Photograph 8).
- R. The Department will provide three (3) cable sheave wheels. Remanufacture the sheave wheels to original tolerances and specifications. Weld/install new center hubs and new shafts.
- S. Replace European line bushings and remanufacture the existing ones for spares to be supplied to the Department (See Photograph 9).

Ramps

- T. Replace the three (3) pins in each of the four (4) hydraulic arms with pins of equivalent diameter and long enough to allow for a ¼” bolt at each end to keep pin in place.
- U. Replace eight (8) ¾” Gates R12 Flame Resistant hydraulic hoses (part# 12EFG4K) 4000 psi in kind or with approved equivalent.
- V. Install a protective sleeve 1” in diameter over the eight (8) hydraulic ramp hoses. Use twenty-five (25) total feet of Gates SHG28 or an approved equivalent.
- W. Mount Teflon grease lines at ramp hinge pins and mount an access box on the nearest upright. This is to be done for both ramps (See Photograph 10 for example).
- X. Replace grease fittings in kind on the Bethel side of the vessel.
- Y. Strip to bare steel and recoat ramps with a preapproved friction coating.

Miscellaneous

- Z. Furnish and install an idler pulley on the hull of the vessel halfway between the thruster and the existing Bethel idler pulley (See Photograph 11 approximate location). See below specification or use approved alternative.

Bear Equipment Inc. Specifications, Part# S10CJMP

Outside Diameter	10"
Finished Bore	2-1/4"
Rim Width	2"
Hub Width	2-1/4"
Shaft Size	1-3/4"
Groove Diameter	7-1/4"
Hub Diameter	3-1/2"
Rope Size	1-1/8"
Pitch Diameter	8-3/8"

- AA. Replace existing idler pulley in kind using above specifications, including support rod. Supply old one to the Department.
- AB. Up river fairleads shall be replaced and the old ones remanufactured to be used as spares and supplied to the Department when complete.
- AC. Overlay existing steel skid plating on rake knuckle with new 1" abrasion resistant steel plate. This is to be done on both sides of the vessel.
- AD. Install an electric shut off valve for heater controls with a switch in the pilot house. Include all USCG approved valves, switches and wiring. Install switch in panel so that the valve can be electrically opened and closed from the pilot house (See Photograph 12 for switch location).
- AE. Install an electric switch in the pilot house to operate the bilge pump. Replace existing bilge pump with an electric pump rated for USCG required flow rates (See Photograph 12 for switch location) and supply the old pump to the Department.
- AF. Remedy any deficiencies discovered in the frame or hull while servicing the vessel. All items to be documented and no work to be started without prior written approval from engineer.

XXXIII. Prepare & paint the entire vessel

The contractor shall remove all rust and areas of paint failure, spot prime, and overcoat the interior and exterior of the ferry in its entirety. The majority of corrosion & paint removal will be completed after all other repairs have been accomplished and shall be directed by the engineer.

Prior to painting any areas of the hull, the contractor or his representative shall contact the United States Coast Guard at (302) 644-1909, who will inspect critical areas. Identified critical areas shall be blast cleaned to an SSPC SP10 finish.

All seven interior spaces are to be, mechanically cleaned to eliminate all flaking paint and corrosion. Exterior steel surfaces shall be spot blasted where necessary. Exposed surfaces shall be bare metal, or tight existing coating. All surfaces shall be dry and totally free of grease, oil, or other residue before overcoating. Degreasing shall be done with a cleaner compatible with the paint to be used. Weld scale, flux, and dirt shall also to be removed before painting.

After rust removal and before painting, the engineer shall inspect the ramp hinge locations. If any signs of weld fatigue and cracking have occurred, the engineer shall contact the Department immediately.

Before any blast cleaning, burning, or welding is done, all surfaces subject to damage shall be covered. This includes glass, aluminum manholes, machinery, and controls.

Aluminum manholes shall not be painted but shall be removed before cleaning, and washed before replacing them.

All new steel shall be primed within 24 hours after installation. All surfaces damaged by welding or burning are to be cleaned before coating.

Paint may be brushed, rolled, or sprayed at the contractor's discretion, as long as it is done within the manufacturer's specifications.

The underwater hull shall be painted with anti-fouling paint.

All interior and exterior surfaces, including shell, deck, pilot house, masts, and railings are to be coated with two 125 μm (5.0 mil) coats (one spot, one full) of either of the following:

International Paint FP (FPA 327) Series Intergard Epoxy, Carboline Carbomastic 15 modified epoxy mastic, or approved equal.

No further coating need be applied below the light water line, to the ramp undersides or to hull interior spaces. All other surfaces are to have finish coats as indicated.

All painting activities shall follow the manufacturer's specifications and Section 605 of the DeIDOT Standard Specifications. Payment shall be incidental to the contract.

Other surfaces, as indicated below, are to have additional topcoat of either of the following (same manufacturer as chosen above):

International Paint PC Series (PCA 001) Interthane urethane, Carboline 133 HB polyurethane, or approved equal.

Topcoat is to be applied to the following locations in the existing color scheme:

INTERIOR VOIDS AND ENGINE ROOM:	
Sherwin Williams Seagard 6000 Marine Epoxy	Part A N11-400 Part B N11V 400
EXTERIOR HULL BELOW W/L:	
Sherwin Williams Seagard 6000 Epoxy	
EXTERIOR HULL ABOVE W/L:	
ICI Devoe 302H Inorganic Zinc Primer	
Sherwin Williams Seagard 6000 Epoxy	
Sherwin Williams Acrolon 218 HS Acrylic Polyurethane	Part A B-65-400 Part B B-65V400
CURBING ON RAMPS AND DECK:	
ICI Devoe 302H Inorganic Zinc Primer	
Sherwin Williams Seagard 6000 Epoxy	
Sherwin Williams SherCryl HPA	B66-300 Red
NON-SKID DECKING:	
American Safety Technologies	AS-250 Gray

The above was used during original construction but may be substituted with an approved alternative.

Any lettering, numbering, and handles shall be repainted in its existing colors, sizes and locations after the entire ferry has been painted/overcoated. This would include valve numbers, manhole numbers, names, etc., i.e., sea valve cock shall be green and the fuel cut off valve shall be red.

The contractor must submit paint samples to the Department for approval prior to beginning painting.

Cold weather formulations of the required paints are to be used if so recommended by the manufacturer, because of ambient temperatures at the time of application. No painting is to be done when the surface or material temperature is below the minimum recommended by the manufacturer. Dew point recommendations are also to be observed. No painting is to be done when there is any evidence of condensation on the surfaces to be coated. Time between coats is to be within manufacturer's recommendations, considering the temperature.

The vessel shall be shifted as necessary to permit painting in the areas where the blocks are supporting the vessel. All painting shall be touched up as necessary if done before nearby equipment installation.

ATTACHMENTS:

Please refer to the following attachments for additional information regarding the scope of work for this project:

- Attachment 1- Photographs (4 pages)
- Attachment 2 - Certificate of Inspection (2 pages)
- Attachment 3 - Woodland Ferry Plans (10 pages)

BID PROPOSAL FORMS

CONTRACT T201480201.01

BID QUOTATION

CONTRACT NO.: T201480201.01

CONTRACT NAME: WOODLAND FERRY REPAIRS, SOUTH, 2014

BIDDER NAME: _____

BID PRICES AND TOTAL MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

Description	Bid Price
Transportation of Vessel To and From Work Site	\$
Overhaul of Diesel Engine	\$
Replace Turbo with a John Deere Approved Model	\$
Blast and Recoat Ramps	\$
Remaining Scope of Work	\$
Total For All Work	\$

CERTIFICATION

Contract No. T201480201.01

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								
-----	------	-----	------	-----	------	-----	------	-----	------

(BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA.)

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

Name of Bidder (Organization)

Corporate

By:

Seal

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. T201480201.01, 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