



## ADDENDUM NO. 1

December 5, 2017

Appoquinimink School District  
Fairview Campus – Bid Package 'B'  
Page 1

**The bid due date has been extended.**

**Bids are being received until 2:00 p.m. on Wednesday, December 20, 2017.**

NOTICE: Attach this addendum to the project manual for this project. It modifies and becomes a part of the contract documents. Work for materials not specifically mentioned herein are to be described in the main body of the specifications and as shown on the drawings. Bidders shall acknowledge receipt of this addendum on the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

Whenever this Addendum modifies a portion of the Project Manual added information is shown as **Bold** and deleted information is shown as ~~striketrough~~.

The contract documents for the above referenced project are amended as follows:

GENERAL CLARIFICATIONS:

1. The pre-bid meeting minutes and sign in sheets are attached for your use.
2. Landmark Engineering's document transmission agreement for electronic drawing files is attached for your use. A copy of this document is also provided at the end of Specification Section 011100 of the Project Manual.

QUESTIONS AND ANSWERS:

1. None to report.

MODIFICATIONS TO SPECIFICATIONS:

- 1) SPECIFICATION SECTION 004100 : Bid Form and Attachments
  - a. DELETE this section in its entirety and REPLACE with revised section 004100 attached to this addendum.
- 2) SPECIFICATION SECTION 011100 : Summary of Work – Contract B-02 : Sitework
  - a. Page 9 – Delete Bullet #18 and replace with the following:

“Maintain and remove temporary site fencing, temporary roads and walks as shown on the site plan and described below. This contractor is to provide a curb cut for the temporary haul road off Tony Marchio Drive and to cut, excavate, and provide temporary paving through the existing median strip to allow for exiting truck traffic from the haul road. Provide an allowance, included in base bid, to provide, maintain and remove upon construction manager direction, a haul road totaling ~~4500~~ **2,000'** of





stoned roadway, 20'-0" wide. Road shall consist of fabric, 10" of stone for the length of the road and the means to compact it. Include in this allowance, costs to mill and overlay the existing asphalt paved roads from the temporary haul road entrance/exit to Old State Road. Replace striping in this area to match the original. *Rough Layout of the haul road is provided in Sketch SK-EDiS-01 included in Addendum #1.*

- b. Page 9 – Delete Bullet #25 and replace with the following:  
"Provide perimeter *stormwater* drains at all buildings (including within 5' of the building perimeter). Provide downspout adaptors and coordinate with roofer for the correct downspout size."
  - c. Page 12 – Bullet #47, Add sub-bullet "d":  
"*d. Contractor is to guarantee all alternate pricing for 180 days following submission of a bid proposal. Decisions regarding alternate selection is to be made following receipt of all bid packages.*"
- 3) SPECIFICATION SECTION 011100 : Summary of Work – Contract B-03 : Driven Timber Piles
- a. Page 14 – Bullet #11, Add sub-bullet "c":  
"*c. Contractor is to guarantee all alternate pricing for 180 days following submission of a bid proposal. Decisions regarding alternate selection is to be made following receipt of all bid packages.*"
- 4) SPECIFICATION SECTION 011100 : Summary of Work – Contract B-04 : Concrete
- a. Page 17 – Delete Bullet #22 and replace with the following:  
"Provide pipe and backfill for perimeter *foundation* drains."
  - b. Page 18 – Bullet #39, Add sub-bullet "b":  
"*b. Alt #3 : Provide additional manpower to maintain progress with second pile driving operation.*"
  - c. Page 18 – Bullet #39, Add sub-bullet "c":  
"*c. Alt #14 : Provide recessed slabs at all areas where terrazzo tile is to be provided as part of this alternate.*"
  - d. Page 18 – Bullet #39, Add sub-bullet "d":  
"*d. Contractor is to guarantee all alternate pricing for 180 days following submission of a bid proposal. Decisions regarding alternate selection is to be made following receipt of all bid packages.*"
  - e. Page 18 –Add Bullet #41:  
"*41. Provide thickened slab footings at all interior CMU walls as required in the Structural Drawings sheet notes.*"
- 5) SPECIFICATION SECTION 011100 : Summary of Work – Contract B-05 : Masonry
- a. Page 21 – Bullet #19, Add sub-bullet "b":  
"*b. Contractor is to guarantee all alternate pricing for 180 days following submission of a bid proposal. Decisions regarding alternate selection is to be made following receipt of all bid packages.*"





## 6) SPECIFICATION SECTION 012300 : Alternates

- a. Page 2 : Alternate #3 : DELETE Alternate description and replace with the following:  
*“Contract B-03 : Driven Timber Piles is to provide a second rig, operator, and crew to install timber driven piles simultaneously with the base bid rig and crew. Contractor will be required to provide a schedule showing the potential saved time on the schedule during the scope review process. Contract B-04: Concrete is to provide additional manpower to maintain progress with pile driving operation.”*
- b. Page 4 : Alternate #14 : DELETE Alternate description and replace with the following:  
*“Contract C-35 : Carpet & VCT is to eliminate base bid finish where indicated in the high school corridors and Contract D-37 : Terrazzo Tile is to provide terrazzo tile in these locations instead. Contract B-04 : Concrete is to provide recessed slabs at all areas where terrazzo tile is to be provided as part of this alternate.”*

## 7) SPECIFICATION SECTION 013216 : Construction Schedule

- a. DELETE sample schedule included in the project manual and replace with the attached Project Schedule updated 12/01/17.

MODIFICATIONS TO DRAWINGS:1) Civil Drawings

- a. All Civil Drawings are being re-issued. Replace all originally issued Civil Drawings with Civil Drawings attached in this Addendum.

2) Architectural Drawings

- a. Delete Sheet A-002, and replace with Sheet A-002, Revision 1, dated 12/01/2017, attached to this Addendum.

3) Structural Drawings

- a. Delete Sheet S003, and replace with Sheet S003, Revision 1, dated 12/01/2017, attached to this Addendum.
- b. Add Sheet S101, Revision 1, dated 12/01/2017, attached to this Addendum.
- c. Add Sheet S102, Revision 1, dated 12/01/2017, attached to this Addendum.
- d. Add Sheet S103, Revision 1, dated 12/01/2017, attached to this Addendum.
- e. Add Sheet S104, Revision 1, dated 12/01/2017, attached to this Addendum.
- f. Add Sheet S105, Revision 1, dated 12/01/2017, attached to this Addendum.
- g. Add Sheet S106, Revision 1, dated 12/01/2017, attached to this Addendum.
- h. Add Sheet S107, Revision 1, dated 12/01/2017, attached to this Addendum.
- i. Add Sheet S108, Revision 1, dated 12/01/2017, attached to this Addendum.
- j. Add Sheet S108.A, Revision 1, dated 12/01/2017, attached to this Addendum.
- k. Delete Sheet S111, and replace with Sheet S111, Revision 1, dated 12/01/2017, attached





to this Addendum.

- l. Delete Sheet S112, and replace with Sheet S112, Revision 1, dated 12/01/2017, attached to this Addendum.
- m. Delete Sheet S113, and replace with Sheet S113, Revision 1, dated 12/01/2017, attached to this Addendum.
- n. Delete Sheet S114, and replace with Sheet S114, Revision 1, dated 12/01/2017, attached to this Addendum.
- o. Delete Sheet S115, and replace with Sheet S115, Revision 1, dated 12/01/2017, attached to this Addendum.
- p. Delete Sheet S116, and replace with Sheet S116, Revision 1, dated 12/01/2017, attached to this Addendum.
- q. Delete Sheet S117, and replace with Sheet S117, Revision 1, dated 12/01/2017, attached to this Addendum.
- r. Delete Sheet S118, and replace with Sheet S118, Revision 1, dated 12/01/2017, attached to this Addendum.
- s. Delete Sheet S118.A, and replace with Sheet S118.A, Revision 1, dated 12/01/2017, attached to this Addendum.
- t. Delete Sheet S301, and replace with Sheet S301, Revision 1, dated 12/01/2017, attached to this Addendum.
- u. Delete Sheet S303, and replace with Sheet S303, Revision 1, dated 12/01/2017, attached to this Addendum.
- v. Add Sheet S304, Revision 1, dated 12/01/2017, attached to this Addendum.
- w. Delete Sheet S501, and replace with Sheet S501, Revision 1, dated 12/01/2017, attached to this Addendum.
- x. Delete Sheet S502, and replace with Sheet S502, Revision 1, dated 12/01/2017, attached to this Addendum.
- y. Delete Sheet S504, and replace with Sheet S504, Revision 1, dated 12/01/2017, attached to this Addendum.
- z. Delete Sheet S506, and replace with Sheet S506, Revision 1, dated 12/01/2017, attached to this Addendum.
- aa. Delete Sheet S507, and replace with Sheet S507, Revision 1, dated 12/01/2017, attached to this Addendum.
- bb. Add Sheet S508, Revision 1, dated 12/01/2017, attached to this Addendum.
- cc. Add Sheet S509, Revision 1, dated 12/01/2017, attached to this Addendum.
- dd. Add Sheet FS101, Revision 1, dated 12/01/2017, attached to this Addendum.
- ee. Add Sheet FS501, Revision 1, dated 12/01/2017, attached to this Addendum.

## ATTACHMENTS

- Sketch SK-EDiS-01 : Temporary Haul Road Layout
- Preliminary Project Schedule Updated 12/01/17





- Meeting Minutes & Sign-In Sheet from Pre-Bid Meeting held on 11/29/17.
- SPECIFICATION SECTION 004100 : Bid Form and Attachments
- Document Transmission Agreement by Landmark Engineering
  
- Civil Drawings – all sheets are revised and re-issued as part of this Addendum.
  
- SHEET A002 - EXTERIOR BUILDING ASSEMBLIES
- SHEET S003 - PROJECT SCHEDULES
- SHEET S101 - DIMENSION PLAN - AREA A
- SHEET S102 - DIMENSION PLAN - AREA B
- SHEET S103 – DIMENSION PLAN - AREA C
- SHEET S104 – DIMENSION PLAN - AREA D
- SHEET S105 – DIMENSION PLAN - AREA E
- SHEET S106 – DIMENSION PLAN - AREA F
- SHEET S107 – DIMENSION PLAN - AREA G
- SHEET S108 – DIMENSION PLAN - AREA H
- SHEET S108.A – DIMENSION PLAN - AREA H ALTERNATE
- SHEET S111 – FOUNDATION PLAN - AREA A
- SHEET S112 – FOUNDATION PLAN - AREA B
- SHEET S113 – FOUNDATION PLAN - AREA C
- SHEET S114 – FOUNDATION PLAN - AREA D
- SHEET S115 – FOUNDATION PLAN - AREA E
- SHEET S116 – FOUNDATION PLAN - AREA F
- SHEET S117 – FOUNDATION PLAN - AREA G
- SHEET S118 - FOUNDATION PLAN - AREA H
- SHEET S118.A – FOUNDATION PLAN - AREA H ALTERNATE
- SHEET S301 – PARTIAL PLANS
- SHEET S303 – PARTIAL PLANS
- SHEET S304 – PARTIAL PLANS
- SHEET S501 – TYPICAL FOUNDATION DETAILS
- SHEET S502 – TYPICAL FOUNDATION DETAILS
- SHEET S504 – FOUNDATION SECTIONS AND DETAILS
- SHEET S506 – FOUNDATION SECTIONS AND DETAILS
- SHEET S507 – FOUNDATION SECTIONS AND DETAILS
- SHEET S508 – FOUNDATION SECTIONS AND DETAILS
- SHEET S509 – FOUNDATION SECTIONS AND DETAILS
- SHEET FS101 – FIELDHOUSE FOUNDATION PLAN
- SHEET FS501 – FIELDHOUSE FOUNDATION SECTIONS AND DETAILS

End of Addendum No. 1



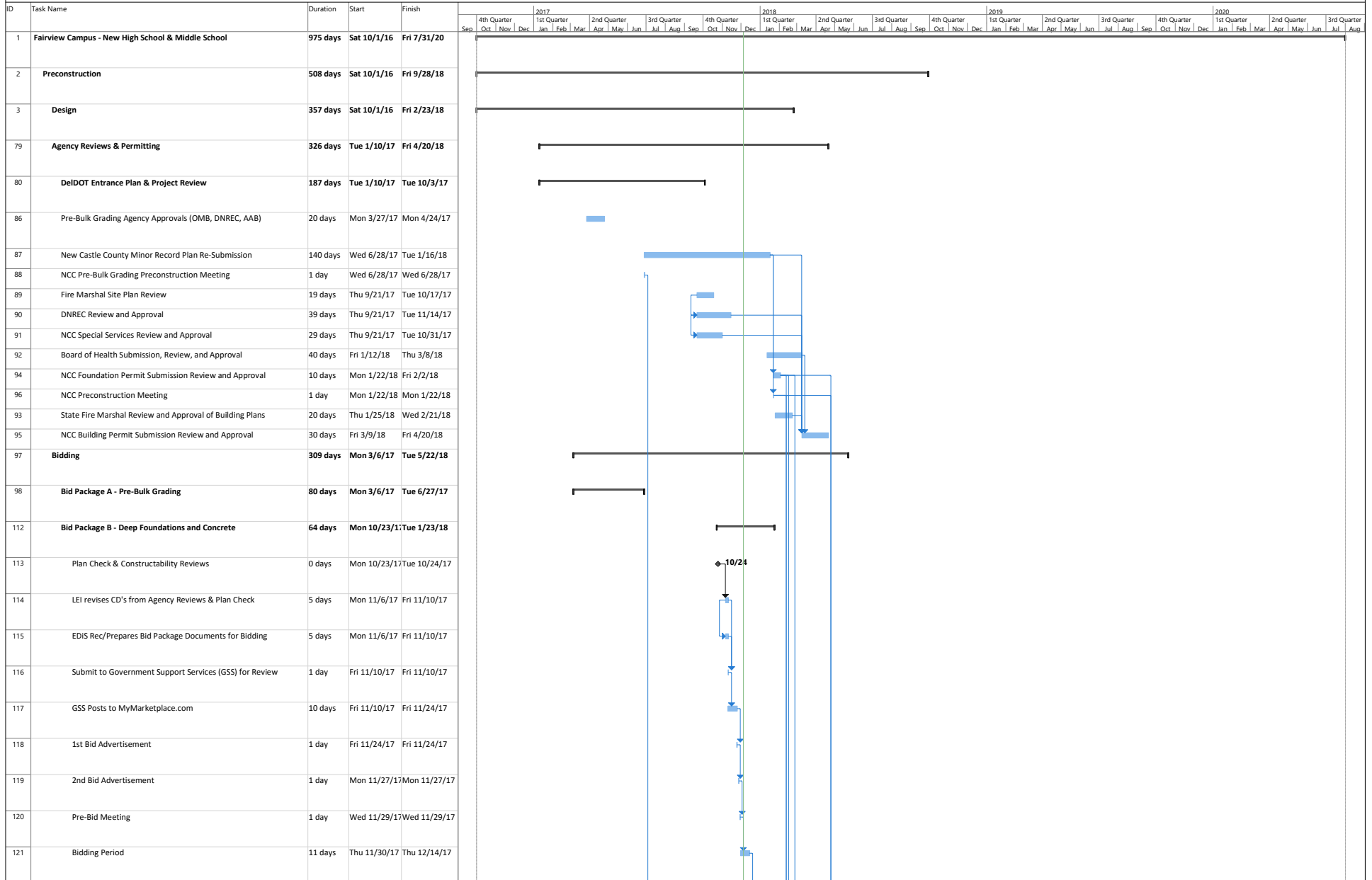






Appoquinimink School District  
Fairview Campus  
Preliminary Project Schedule - Bid Package 'B'

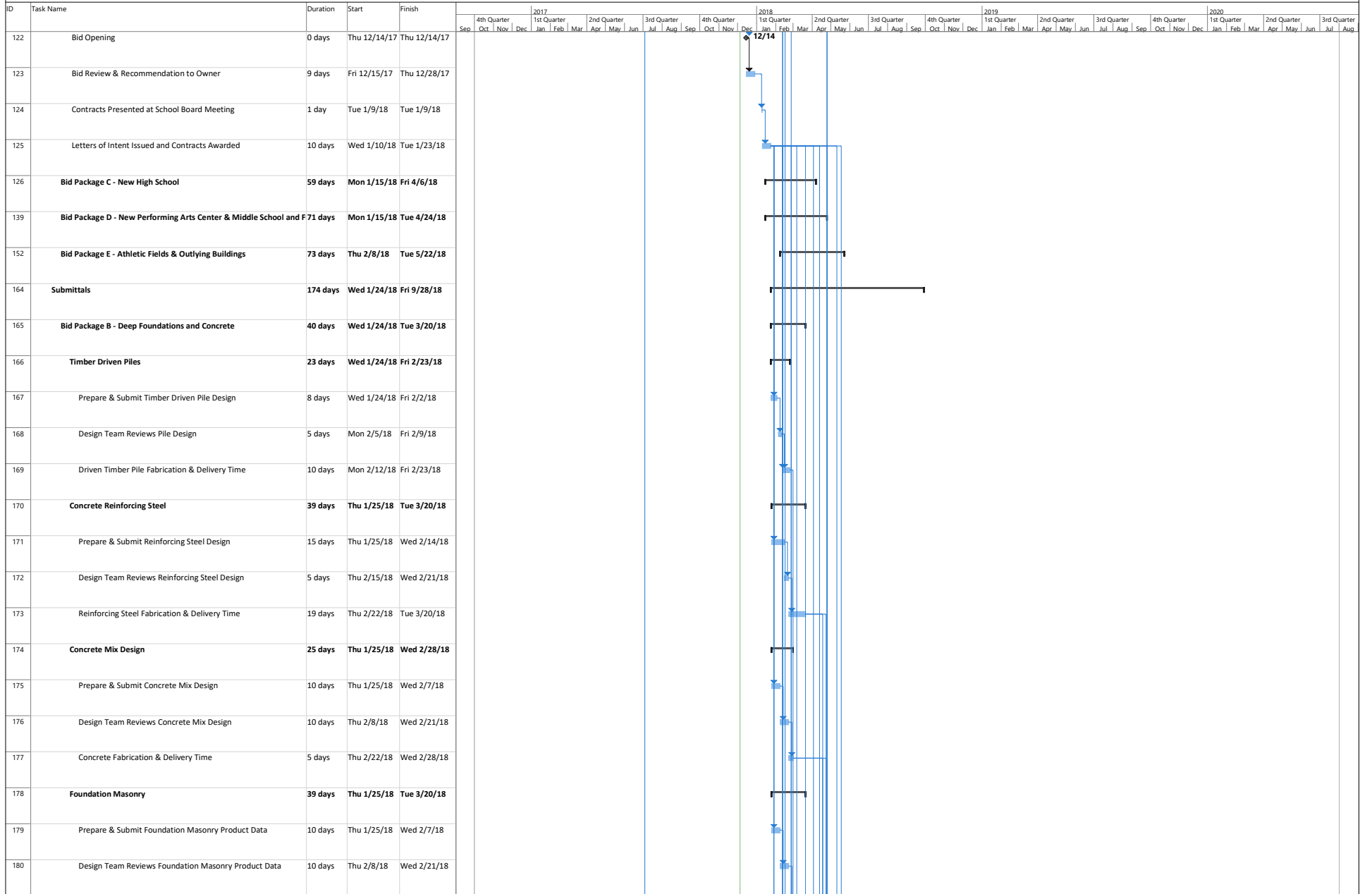
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Appoquinimink School District  
Fairview Campus  
Preliminary Project Schedule - Bid Package 'B'

Tue 12/5/17

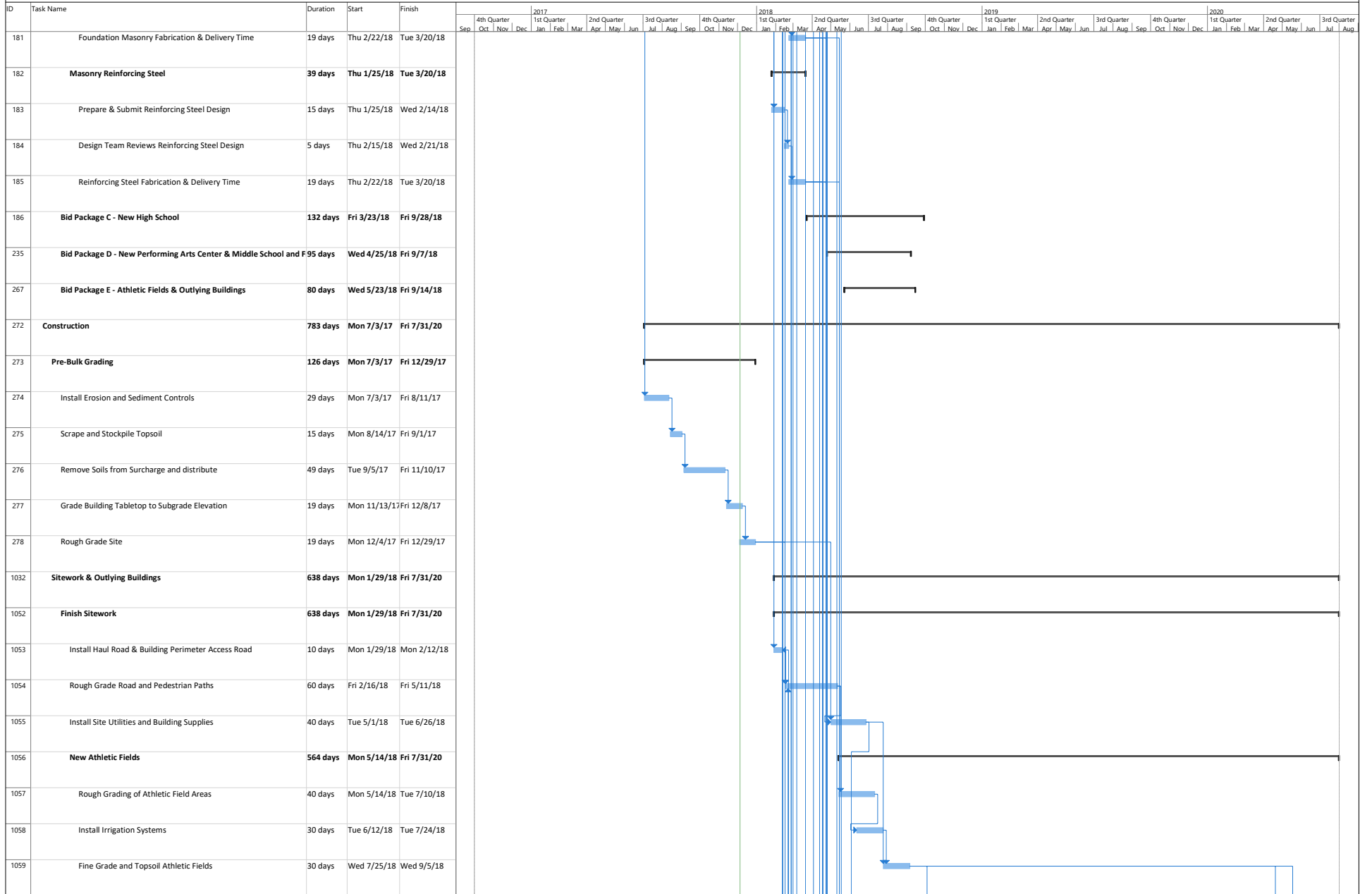


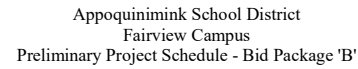
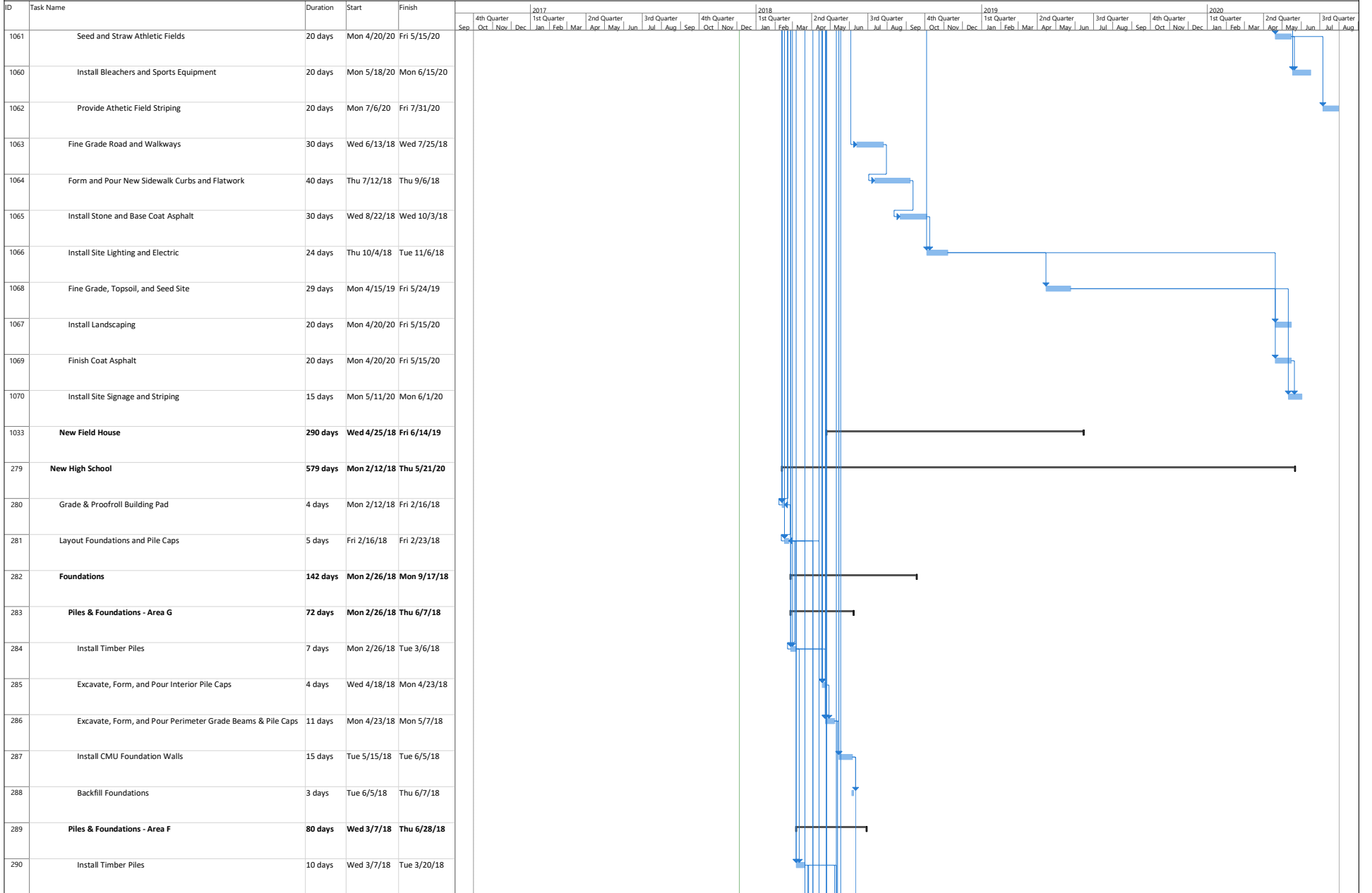




Appoquinimink School District  
Fairview Campus  
Preliminary Project Schedule - Bid Package 'B'

Tue 12/5/17

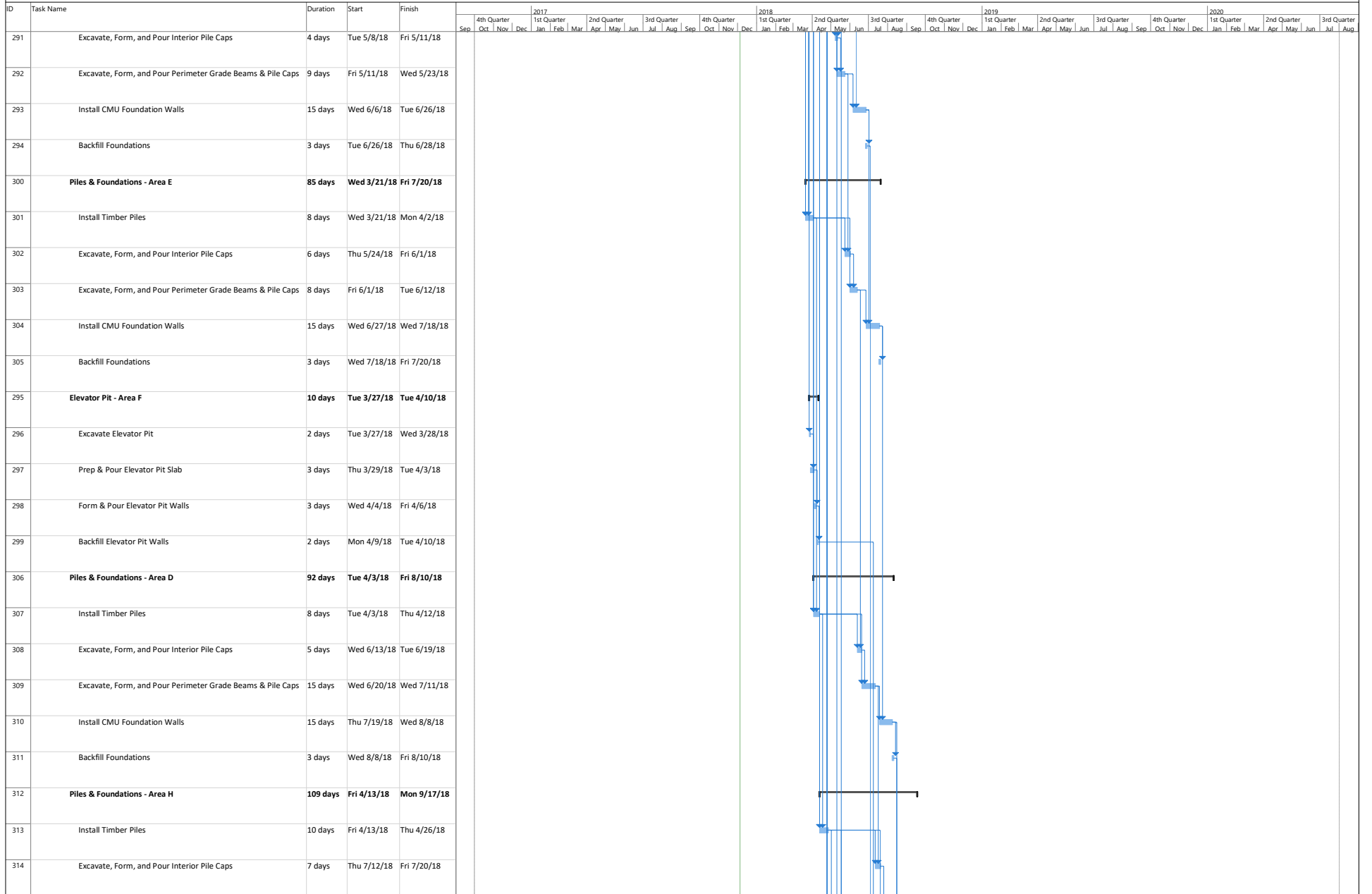


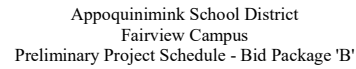
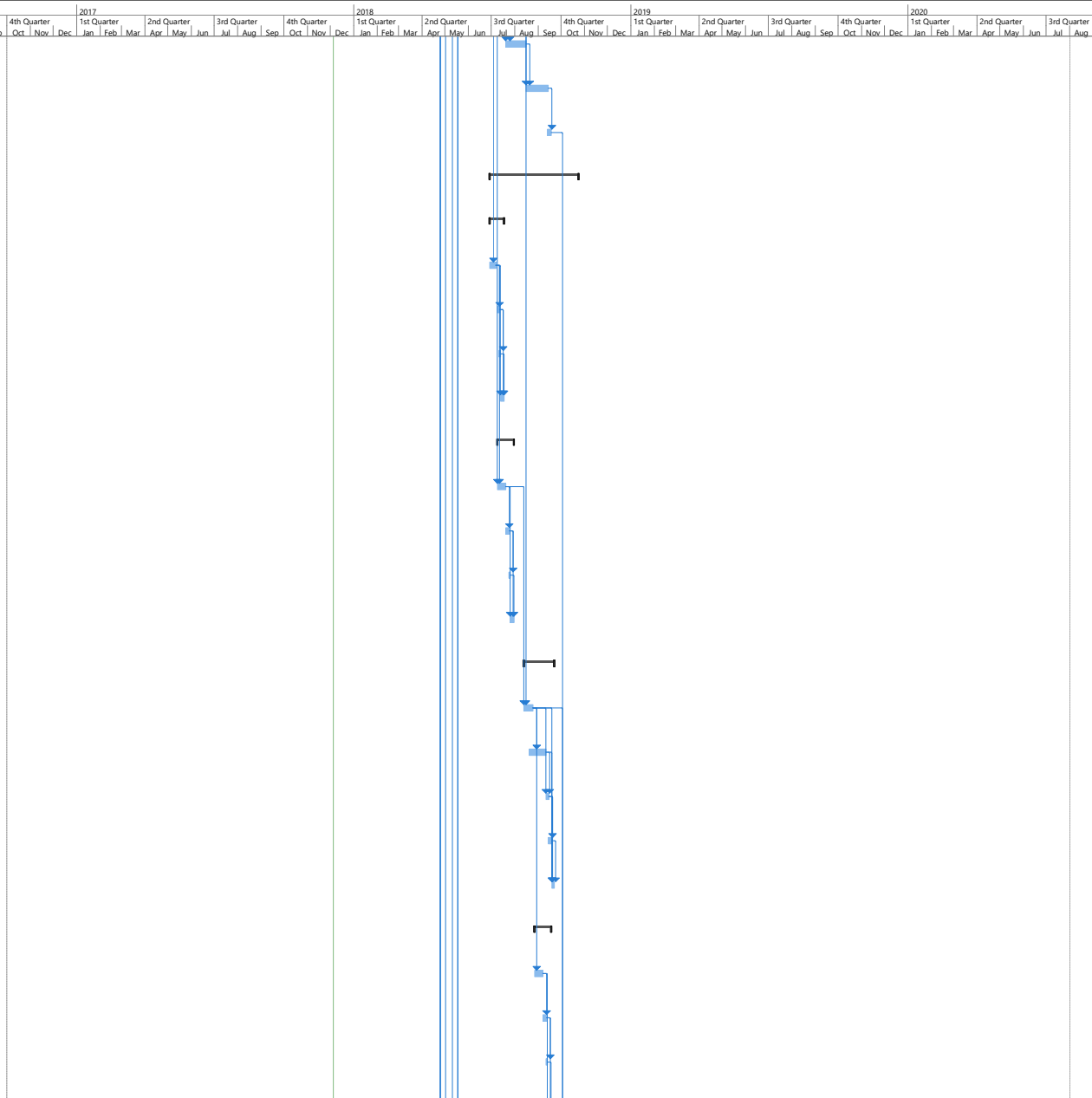
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Fairview Campus  
Preliminary Project Schedule - Bid Package 'B'

Tue 12/5/17

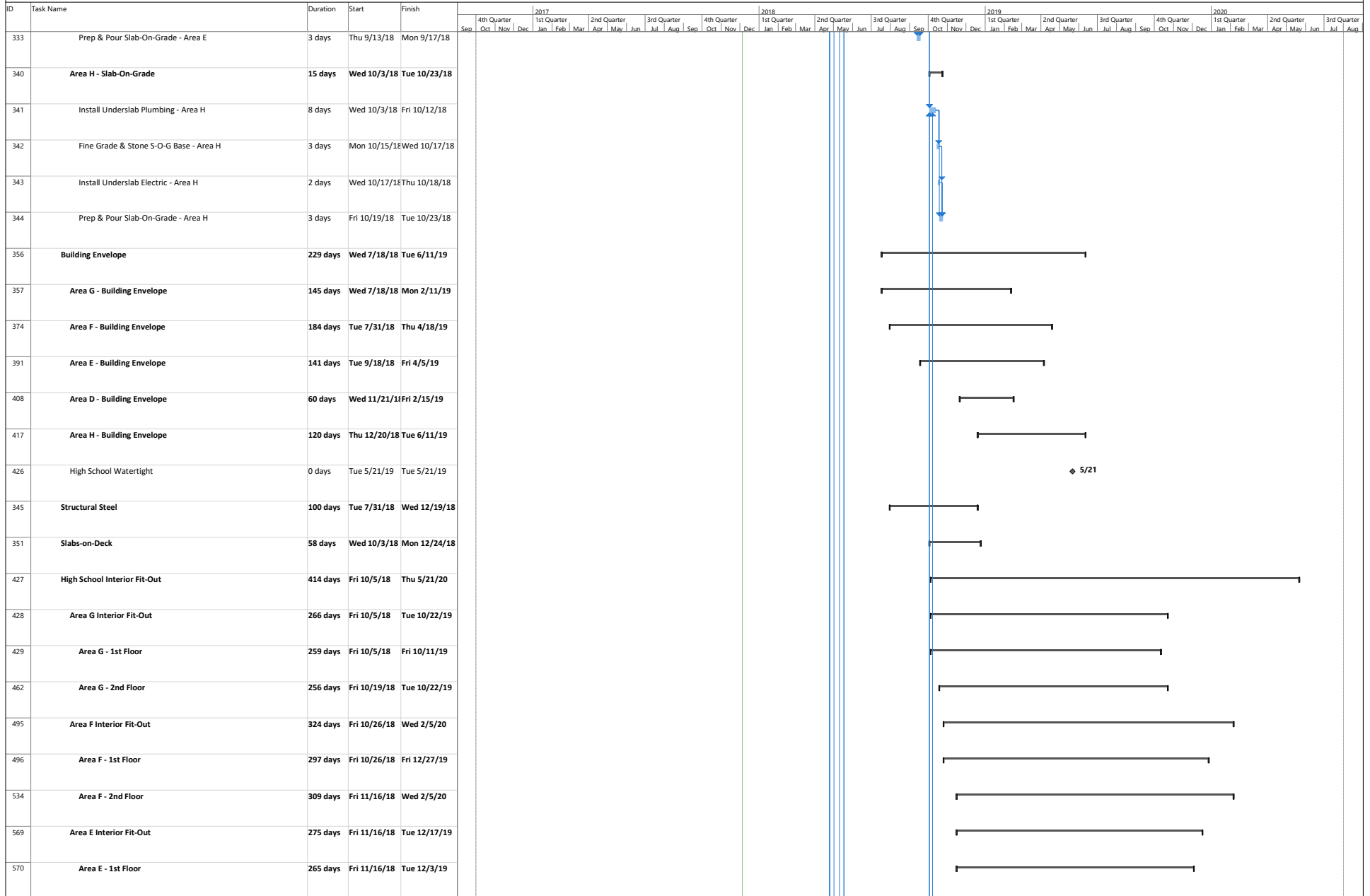


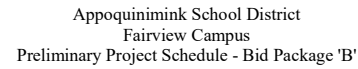
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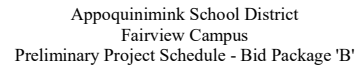
Appoquinimink School District  
Fairview Campus  
Preliminary Project Schedule - Bid Package 'B'

Tue 12/5/17





Task Name		Duration	Start	Finish	<div></div>																																																																										
					4th Quarter				2017				1st Quarter				2nd Quarter				3rd Quarter				4th Quarter				2018				1st Quarter				2nd Quarter				3rd Quarter				4th Quarter				2019				1st Quarter				2nd Quarter				3rd Quarter				4th Quarter				2020				1st Quarter				2nd Quarter		
					Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.																											
608	Area E - 2nd Floor	265 days	Mon 12/3/18	Tue 12/17/19																																																																											
641	Area D Interior Fit-Out	305 days	Mon 12/3/18	Thu 2/13/20																																																																											
642	Area D - 1st Floor	305 days	Mon 12/3/18	Thu 2/13/20																																																																											
679	Area H Interior Fit-Out	358 days	Wed 12/26/11	Thu 5/21/20																																																																											
680	Area H - 1st Floor	358 days	Wed 12/26/11	Thu 5/21/20																																																																											
811	New Middle School	497 days	Thu 4/19/18	Thu 4/2/20																																																																											
812	Grade & Proofroll Building Pad	4 days	Thu 4/19/18	Wed 4/25/18																																																																											
813	Layout Foundations and Pile Caps	3 days	Wed 4/25/18	Fri 4/27/18																																																																											
814	Foundations	61 days	Fri 4/27/18	Tue 7/24/18																																																																											
821	Piles & Foundations - Area A	46 days	Fri 4/27/18	Mon 7/2/18																																																																											
822	Install Timber Piles	5 days	Fri 4/27/18	Thu 5/3/18																																																																											
823	Excavate, Form, and Pour Interior Pile Caps	3 days	Mon 5/21/18	Wed 5/23/18																																																																											
824	Excavate, Form, and Pour Perimeter Grade Beams & Pile Caps	11 days	Wed 5/23/18	Thu 6/7/18																																																																											
825	Install CMU Foundation Walls	14 days	Fri 6/8/18	Wed 6/27/18																																																																											
826	Backfill Foundations	3 days	Thu 6/28/18	Mon 7/2/18																																																																											
815	Piles & Foundations - Area B	56 days	Fri 5/4/18	Tue 7/24/18																																																																											
816	Install Timber Piles	10 days	Fri 5/4/18	Thu 5/17/18																																																																											
817	Excavate, Form, and Pour Interior Pile Caps	5 days	Fri 6/8/18	Thu 6/14/18																																																																											
818	Excavate, Form, and Pour Perimeter Grade Beams & Pile Caps	19 days	Thu 6/14/18	Wed 7/11/18																																																																											
819	Install CMU Foundation Walls	15 days	Thu 6/28/18	Thu 7/19/18																																																																											
820	Backfill Foundations	3 days	Fri 7/20/18	Tue 7/24/18																																																																											
827	Elevator Pit - Area B	10 days	Tue 5/22/18	Tue 6/5/18																																																																											
828	Excavate Elevator Pit	2 days	Tue 5/22/18	Wed 5/23/18																																																																											
829	Prep & Pour Elevator Pit Slab	3 days	Thu 5/24/18	Tue 5/29/18																																																																											

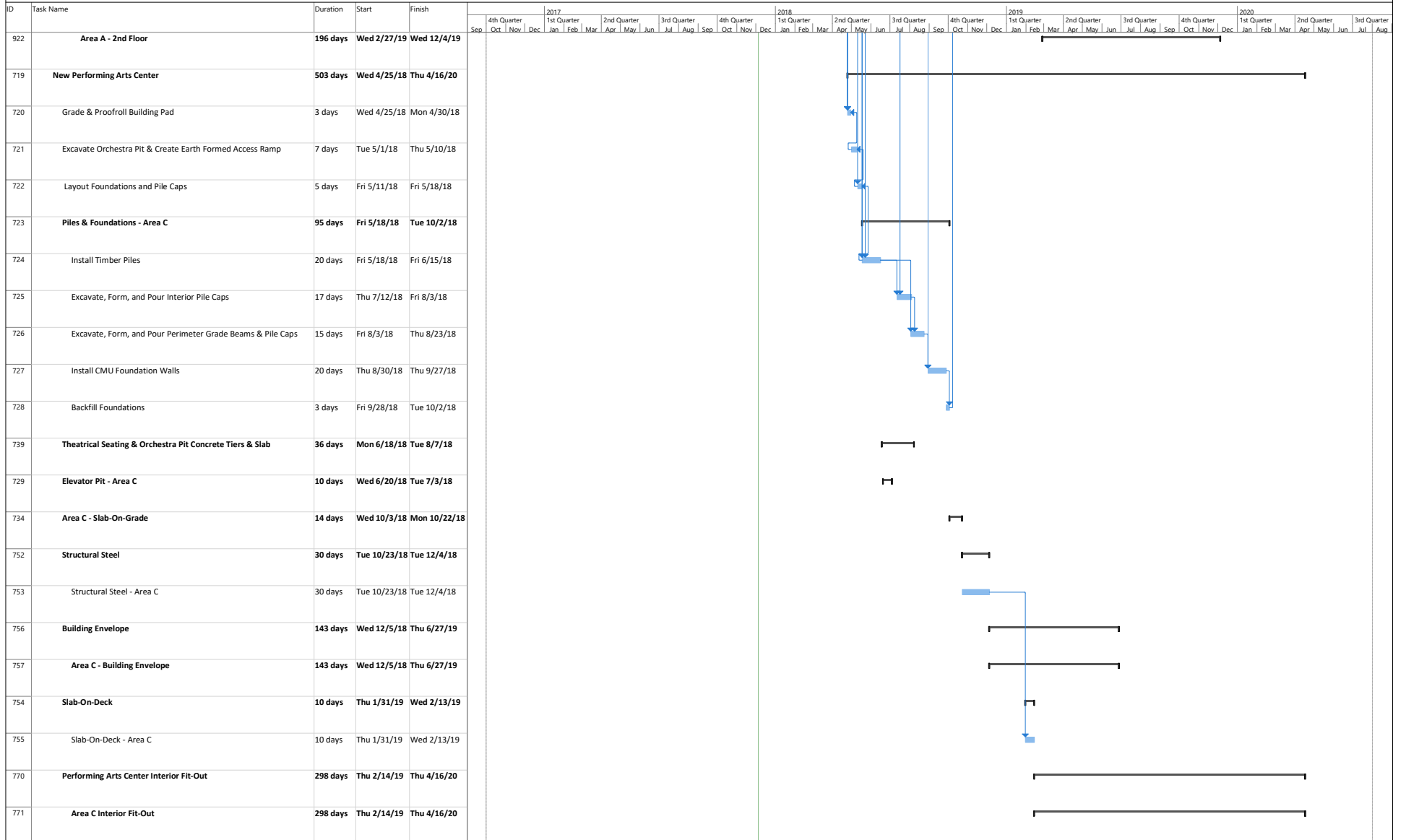
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Appoquinimink School District  
Fairview Campus  
Preliminary Project Schedule - Bid Package 'B'

Tue 12/5/17





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Location: Appoquinimink School District – Marion Proffitt Training Center Room 144

Present: See attached sign-in sheets from Pre-Bid Meeting dated 24 November 2017.

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1.1 **INTRODUCTION**

- 1.1.1 Representatives from Appoquinimink School District, EDiS Company, ABHA, BSA+A, and Landmark Engineering were introduced.
- 1.1.2 EDiS Company will be acting as construction manager for the Appoquinimink School District. The Appoquinimink School District will be holding all contracts with the contractors.

1.2 **PROJECT INFORMATION**

- 1.2.1 The current bid package consists of the following contracts; Contract: **B-02: Sitework**, Contract: **B-03: Driven Timber Piles**, Contract: **B-04: Foundation Concrete and Waterproofing**, and Contract: **B-05: Foundation Masonry & Dampproofing**.
- 1.2.2 The Subcontractors List was reviewed. During the meeting, the following changes were requested and will be added to the bid forms through addendum:
- Sub list for Contract B-02: Sitework - Add Sidewalks and Curbing to the sub listings
  - Sub list for Contract B-02: Sitework - Add Bioretention Landscaping to the sub listings
  - All Contractors were directed to list themselves if self-performing work and to review the Instructions to Bidders section of the Specifications.

1.3 **BID INFORMATION**

- 1.3.1 Bids will be received at the office of Appoquinimink School District Office, Marion Proffitt Training Center, 118 South Sixth Street Odessa, DE 19730 until **2:00 PM local time on Thursday December 14, 2017**. A room number for delivery of bids will be provided.
- 1.3.2 The bid opening will be public.
- 1.3.3 Bids should be in a sealed envelope clearly marked **APPOQUINIMINK SCHOOL DISTRICT FAIRVIEW CAMPUS, BID PAC "B", Identify CONTRACT NUMBER & NAME OF CONTRACTOR**
- 1.3.4 Addenda are the only method to change the documents.
- 1.3.5 Bid bonds are required. Information on the bid bond requirements can be found in Specification Section 001113 : Advertisement for Bid; and Specification Section 002113 : Instructions to Bidders. A sample bid bond is included in Specification Section 004100.
- 1.3.6 Performance and Payment Bonds are required. Information regarding the performance and payment bonds and sample documents can be found in Specification Section 006113.
- 1.3.7 Bid forms are in Section 004100 of the project manual. No modifications, clarifications or qualifications are allowed.
- 1.3.8 The summary of work is included in Specification Section 011100. Contractors are to pay close attention to the coordination of their contract's work with previously awarded contracts and contracts to be issued in future bid packages.
- 1.3.9 The agreement form for this contract is AIA A132-2009. The Contracts will be held by ASD with Each contractor. A sample of this document is included in Specification Section 005200.
- 1.3.10 Insurance requirements are listed in Specification Section 006216.



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- 1.3.11 The General Conditions of the Contract, AIA A232-2009 are in Specification Section 007200. Supplementary General Conditions are in Specification Section 007300. All contractors were advised that the Supplementary Conditions require all warranties, at a minimum, be 2 years for all work. Additional warranties for specific apparatus also applies as specified.
- 1.3.12 Prevailing Wages apply to this project. A copy of the applicable prevailing wages can be found in Specification Section 007343.
- 1.3.13 Allowances are identified in each scope of work. Information and instructions on allowances is included in Specification Section 012100.
- 1.3.14 Unit Prices are in Specification Section 012200. All Unit Prices were reviewed.
- 1.3.15 Alternates are listed in Specification Section 012300. Alternates affecting each contract are listed in the individual contract's bid form. Only Alternates 1 through 4 affect the contracts within this bid package. Alternates 5 through 17 are listed for reference only and affect future bid packages. Contractors are required to guarantee alternate pricing for 180 days following submission of their bid.
- 1.3.16 Contractors are required to use the web based project management system, Building Blok. Information on the web based project management system can be reviewed in Specification Section 013125.
- 1.3.17 Schedule requirements are in Specification Section 013216. EDiS identified the following dates: 14 December 2017 - Bid Date, 9 January 2018 - ASD Board Approval Date, Middle of January – Letters of Intent issued, 12 March 2018 – Mobilize, 29 May 2020 Project Substantial Completion. Contractors will NOT have Summer 2020 to complete this work.
- 1.3.18 Submittal Register is included in Specifications Section 013219. At a minimum, all contractor will need to provide all submittal register items including closeout items. All submittal reviews must be submitted by the contractor and will be tracked on Buildingblok.
- 1.3.19 Safety program requirements are in Specification Section 013523. Contractors will be expected to abide by all new Silica regulations set forth by OSHA and will be required to provide a Silica Management plan prior to commencing work on site.
- 1.3.20 All contractors were advised that this project does require that all contractors provide drug testing report forms as required by the State of Delaware 4104 regulations. Information on the drug testing requirements is provided in Specification Section 008114. Bidding contractors must submit drug testing affidavits for themselves and listed subcontractors as part of their bid submission. Drug testing affidavits from unlisted subcontractors must be submitted following the award of contracts. Sample drug testing affidavits are included in Specification Section 004100.
- 1.3.21 Bid Documents can be downloaded from EDiS' FTP site AFTER Bids.Delaware.Gov requirements have been met and accepted by State of Delaware and ASD. Once State and ASD have approved contractor, EDiS will provide FTP Site and login information to review all bidding documents, including all future Addenda.
- 1.3.22 There are multiple changes in the civil drawings including changes to the sidewalk layouts and grading along with stormwater management sizes. Civil documents will be reissued as part of Addendum #1 and all changes will be included in the electronic .dwg files. Contractors can request .dwg civil documents by submitting Landmark's Document Transmission Agreement which is provided at the end of Specification Section 011100.
- 1.3.23 It is the responsibility of each Bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums. Bidding documents will be available for view at the Construction Manager's office.



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1.4 **SITE VISITS**

1.4.1 There will be NO formal site visit. The site can be accessed anytime. No appointment is necessary.

1.5 **COMMUNICATION**

1.5.1 Submit all bid questions in writing to EDiS via email at [ahickey@ediscompany.com](mailto:ahickey@ediscompany.com). Attn: Andy Hickey.

1.5.2 No questions after seven (7) days prior to bid, **Thursday, 7 December 2017**.

1.5.3 EDiS POC: Andy Hickey (302) 421-2972 or (302) 304-4420.

These minutes are intended to accurately reflect what transpired during the course of the meeting. If changes or discrepancies are noted, please contact the writer, in writing, within two days of receipt of these minutes.

Respectfully submitted,  
EDiS Company

Andrew Hickey  
Senior Project Manager

AJH/jmm



PREBID MEETING SIGN-IN SHEET

DATE: WEDNESDAY, 29 NOVEMBER PROJECT APPOQUINIMINK SCHOOL DISTRICT  
TIME: 3:00 PM FAIRVIEW CAMPUS - BID PACKAGE 'B'  
LOCATION: MARION PROFFITT LEARNING CENTER SUBJECT: PRE-BID MEETING

ATTENDEES (Please print legibly) (Initial next to your name)	COMPANY	TELEPHONE/FAX	E-MAIL ADDRESS
Andrew Hickey	EDIS Company	302-421-2972 - 302-421-5715	ahickey@ediscompany.com
Danny Hanna	A-D&L Construction	302-953-8282 302-953-3550	Dhanna@a-d-e-l.com
Shaun Rodgers	Reybold Construction	302-593-0696	srodgers@reybold.com
Rob Salsbery	Kent	302-658-6469	esfrud@zakekatesconstruction.com
DAVE WALKER	I.W.WALKER.	302-378-3500 302-378-3503	DAVE@IWWALKER.BIZ
Steve Kubu	Cirillo Bros	998-8486 998-9208	STEVE@CIRILLOBROS.COM
Rick Burnhart	Corrado American	302-669-6036	rburnhart@corrado.com
Jeff Norman	George & Lynch	302-342-3126 / 734-9143	jnorman@geolya.com
MAUREEN ROZANSKY	BSSA-IA	302-658-9300	MPROZANSKY@SIMPEPS.COM



**PREBID MEETING SIGN-IN SHEET**

## PROJECT APPOQUINIMINK SCHOOL DISTRICT

## FAIRVIEW CAMPUS – BID PACKAGE ‘B’

**SUBJECT: PRE-BID MEETING**

[illegible]

### Document Transmission Agreement

By receiving, downloading, installing and/or using the drawings, Computer Aided Design (CAD) data, specifications, plans and/or other documents herein or hereby transmitted (collectively "Documents"), whether the Documents are delivered via CD-ROM, DVD-R, electronic mail, facsimile or other electronic medium or form or downloaded from a website, the recipient or user of the Documents ("User") forms an agreement with Landmark Engineering, Inc. ("LEI") dba Landmark Science & Engineering, and agrees to be bound by the terms and conditions set forth herein. LEI retains ownership of the Documents and permission to use the Documents is given by LEI only subject to the terms and conditions of this Agreement. If the Documents are related to or provided in connection with a certain Project, that Project is as follows:

Project Name: Fairview Campus  
Project LEI Commission No: C2226-8

1. Proprietary Rights: The Contract Documents were prepared by and are the property of LEI. LEI has and retains all common law, statutory and other reserved rights in and to the Documents, in addition to all copyrights thereto.
2. Limitation in Copying: Neither User nor any third party User gives the Documents to or copies the Documents for shall own or claim a copyright in the Documents. User is authorized to use and reproduce applicable portions of the Documents only as necessary. All copies of the Documents shall be returned or suitably accounted for to LEI upon demand. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Documents as originally delivered. Submission or distribution to meet official regulatory requirements or for any other legitimate purpose is not to be construed as publication in derogation of LEI's copyrights or other reserved rights.
3. Limitation on Use: The Documents are for use solely with respect to the matter for which User received the Documents from LEI or the Project, as applicable. User agrees that User shall not use the Documents, in whole or in part, in connection with any other matter or project without the prior written consent of LEI. Further, User shall use its best efforts to prevent any third party from misusing the documents. Use of the Documents by User for any purpose other than that for which they were intended, without LEI's written consent or LEI's verification or adaptation for the specific purpose intended, will be at User's sole risk and full legal responsibility. Compensation for verification or adaptation by LEI will be required. LEI shall not be responsible in any manner for layout errors, computation errors or data omissions resulting from the use of the Documents or for errors resulting from the modification or misuse thereof.
4. Inherent Unreliability of Electronic Documents: The Documents are provided for the convenience of User only. The Documents were prepared as LEI's internal working documents. As such, the Documents may be incomplete, contain deliberate or unintentional inaccuracies or be in part obsolete. Further, while the Documents may appear to be accurate, the apparent accuracy is an artifact of the techniques used to generate them and is in no way intended to imply actual accuracy. User takes full responsibility for the accuracy and correctness of and for properly checking and coordinating all relevant dimensions and measurements, areas, inventories, details, member sizes, gage, quantities of materials or other data extracted from the Documents, either manually or with the use of a computer. Reduction of the Documents to electronic media from, as well as the processes of transmitting and downloading, can affect the integrity of the Documents. LEI's delivery of the Documents in electronic form shall not impose on LEI an obligation to transmit any of all subsequent changes in or to the documents. LEI makes no representation or warranty, expressed or implied, regarding the accuracy, currency, completeness or permanence of the Documents. Information contained in other documents (bulletins, change orders, field orders, clarifications, etc.) may not have been incorporated into the Documents. In the event of a conflict between LEI's Construction Issue Plans and Specifications and the Documents, the Construction Issue Plans and Specifications shall govern, and it is User's sole responsibility to determine if any such conflict exists. User agrees to and shall indemnify and hold LEI harmless from and against and defend LEI in the event of any action generated through or arising out of the use of the Documents including the payment or reimbursement of attorneys' fees and expenses.
5. Remedies for Breach: In the event User uses or publishes the Documents in a manner contrary to this Agreement, LEI shall be entitled to all remedies available at law or in equity including without limitation injunctive relief and barring such usage and wrongful publication, without the necessity of prior notice, opportunity to cure or proof of actual damages, and User shall be entitled to recover its reasonable attorney's fees and costs incurred in securing any such relief.
6. Terms of Contract between LEI and User Apply: If User is party to a contract or agreement of any kind with LEI, this Agreement incorporates by reference any restriction on use of the Documents contained in such contract or agreement between LEI and User.

Name of User: \_\_\_\_\_

Name & Title of Person Authorized to Execute Agreement: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_ Date: \_\_\_\_\_



**Contract: B-02 : Sitework (Campus)**

**BID FORM**

For Bids Due: \_\_\_\_\_

To: **Appoquinimink School District**  
**118 South Sixth Street**  
**Odessa, De 19730**

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_

**(A copy of Bidder's Delaware Business License must be attached to this form.)**

Phone No.: (       ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: (       ) \_\_\_\_\_ - \_\_\_\_\_

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

**ALTERNATES**

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

Alternate No. 1: Provide new Sidewalk within the Green.

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

Alternate No. 2: Provide Turf Fields at Lacrosse/Field Hockey Fields in lieu of Seed

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

Alternate No. 4: Provide High School Gymnasium Alternate Size/Layout

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>Add</u>	<u>BULK</u> <u>Deduct</u>	<u>TRENCH</u> <u>Add</u>	<u>Deduct</u>
1. Price per Cubic Yard for earth excavation as specified In excavation section	_____ c/y	_____ c/y	_____ c/y	_____ c/y
2. Price per cubic yard for earth excavation.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
3. Price per Square Yard for Light Duty Sidewalk Incl excavation, grading, prep, pour & finish	_____ s/y	_____ s/y	_____ s/y	_____ s/y
4. Price per Square Yard for Heavy Duty Sidewalk Incl excavation, grading, prep, pour & finish	_____ s/y	_____ s/y	_____ s/y	_____ s/y
5. Price per Linear Foot for Concrete Curbing Incl excavation, grading, prep, pour & finish	_____ l/f	_____ l/f	_____ l/f	_____ l/f
6. Price per Cubic Yard to supply & install Bio-Media Mix	_____ c/y	_____ c/y	_____ c/y	_____ c/y
11. Price per cubic yard for excavation and backfill With select material	_____ c/y	_____ c/y	_____ c/y	_____ c/y
12. Price per cubic yard to undercut building subgrade and backfill with structural fill material. Spoils to be placed on site.	_____ c/y	_____ c/y	_____ c/y	_____ c/y

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or

indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)  
Delaware Business License  
New Castle County Business License  
(Others as Required by Project Manuals)

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SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Owner, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u><b>Subcontractors tax payer ID # or Delaware Business license #</b></u>
1. Sitework	_____	_____	_____
2. Paving	_____	_____	_____
3. Concrete Sidewalks & Curbs	_____	_____	_____
4. Bioretention Landscaping	_____	_____	_____

---

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date

All the terms and conditions of *Contract B-02 Sitework* have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**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 **Appoquinimink School District** in the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to be paid to the  
**Appoquinimink School District** for the use and benefit of the **Appoquinimink School District** 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  
**Appoquinimink School District** a certain proposal to enter into this contract for the furnishing of certain material 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 **Appoquinimink School District** 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  
Attest \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness \_\_\_\_\_

\_\_\_\_\_  
Title

---

CONSENT OF SURETY

DATE \_\_\_\_\_

To: **Appoquinimink School District**  
118 South Sixth Street  
Odessa, De 19730

Gentlemen:

We, the \_\_\_\_\_

---

(Surety Company's Address)

---

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

---

(Contractor)

---

---

(Address)

---

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

---

(Surety Company)

By

---

(Attorney-in-Fact)



---

**AFFIDAVIT**  
**OF**  
**EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative (typed or printed): \_\_\_\_\_

Authorized Representative (signature): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

**Contract: B-03 : Driven Timber Piles (Campus)**

**BID FORM**

For Bids Due: \_\_\_\_\_

To: **Appoquinimink School District**  
**118 South Sixth Street**  
**Odessa, De 19730**

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_

**(A copy of Bidder's Delaware Business License must be attached to this form.)**

Phone No.: (        ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: (        ) \_\_\_\_\_ - \_\_\_\_\_

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

**ALTERNATES**

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

Alternate No. 3: Provide a second rig, operator, and crew to install timber driven piles.

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

Alternate No. 4: Provide High School Gymnasium Alternate Size/Layout

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

---

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>BULK</u>	
	<u>Add</u>	<u>Deduct</u>
16. Price to add one additional timber pile. Assume 35 l.f. length	_____ ea	_____ ea
17. Price for each additional linear foot Of driven timber pile.	_____ l/f	_____ l/f

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

---

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)  
Delaware Business License  
New Castle County Business License  
(Others as Required by Project Manuals)

---

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Owner, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u><b>Subcontractors tax payer ID # or Delaware Business license #</b></u>
1. Timber Piles	_____	_____	_____

---

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date

All the terms and conditions of *Contract B-03 Driven Timber Piles* have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**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 **Appoquinimink School District** in the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to be paid to the  
**Appoquinimink School District** for the use and benefit of the **Appoquinimink School District** 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  
**Appoquinimink School District** a certain proposal to enter into this contract for the furnishing of certain material 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 **Appoquinimink School District** 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  
Attest \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness \_\_\_\_\_

\_\_\_\_\_  
Title



---

CONSENT OF SURETY

DATE \_\_\_\_\_

To: **Appoquinimink School District**  
118 South Sixth Street  
Odessa, De 19730

Gentlemen:

We, the \_\_\_\_\_

---

(Surety Company's Address)

---

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

---

(Contractor)

---

---

(Address)

---

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

---

(Surety Company)

By \_\_\_\_\_

(Attorney-in-Fact)

---

**AFFIDAVIT**  
**OF**  
**EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative (typed or printed): \_\_\_\_\_

Authorized Representative (signature): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

**Contract: B-04 : Foundation Concrete & Waterproofing (Campus)**

**BID FORM**

For Bids Due: \_\_\_\_\_

To: **Appoquinimink School District**  
**118 South Sixth Street**  
**Odessa, De 19730**

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_

**(A copy of Bidder's Delaware Business License must be attached to this form.)**

Phone No.: (        ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: (        ) \_\_\_\_\_ - \_\_\_\_\_

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

**ALTERNATES**

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

Alternate No. 3: Provide a second rig, operator, and crew to install timber driven piles.

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

Alternate No. 4: Provide High School Gymnasium Alternate Size/Layout

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

Alternate No. 14: Provide Additional Terrazzo Tile Floors in High School Corridors

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

# UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>BULK</u>		<u>TRENCH</u>	
	<u>Add</u>	<u>Deduct</u>	<u>Add</u>	<u>Deduct</u>
1. Price per Cubic Yard for earth excavation as specified In excavation section	_____ c/y	_____ c/y	_____ c/y	_____ c/y
2. Price per cubic yard for earth excavation.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
7. Additional mass concrete in footings	_____ c/y	_____ c/y	_____ c/y	_____ c/y
8. Price per cubic yard for concrete in foundation walls (including forms and reinforcement)	_____ c/y	_____ c/y	_____ c/y	_____ c/y
9. Price per cubic yard for reinforced concrete on grade.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
11. Price per cubic yard for excavation and backfill With select material	_____ c/y	_____ c/y	_____ c/y	_____ c/y
12. Price per cubic yard to undercut building subgrade and backfill with structural fill material. Spoils to be placed on site.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
13. Price per cubic yard to undercut footings subgrade and backfill with on-site mined structural fill. Spoils to be placed on site.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
14. Price per cubic yard to undercut footings subgrade and backfill with select spoils to be placed on site	_____ c/y	_____ c/y	_____ c/y	_____ c/y
15. Price per cubic yard to undercut footing subgrade and backfill with 106A stone. Spoils to be placed on site.	_____ c/y	_____ c/y	_____ c/y	_____ c/y

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)  
Delaware Business License  
New Castle County Business License  
(Others as Required by Project Manuals)

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SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Owner, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u><b>Subcontractors tax payer ID # or Delaware Business license #</b></u>
1. Concrete	_____	_____	_____
2. Excavation/Backfill	_____	_____	_____
3. Waterproofing	_____	_____	_____

---

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date

All the terms and conditions of ***Contract B-04 Concrete*** have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**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 **Appoquinimink School District** in the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to be paid to the  
**Appoquinimink School District** for the use and benefit of the **Appoquinimink School District** 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  
**Appoquinimink School District** a certain proposal to enter into this contract for the furnishing of certain material 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 **Appoquinimink School District** 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  
Attest \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness \_\_\_\_\_

\_\_\_\_\_  
Title



---

CONSENT OF SURETY

DATE \_\_\_\_\_

To: **Appoquinimink School District**  
118 South Sixth Street  
Odessa, De 19730

Gentlemen:

We, the \_\_\_\_\_

---

(Surety Company's Address)

---

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

---

(Contractor)

---

---

(Address)

---

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

---

(Surety Company)

By \_\_\_\_\_

(Attorney-in-Fact)

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**AFFIDAVIT**  
**OF**  
**EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative (typed or printed): \_\_\_\_\_

Authorized Representative (signature): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

**Contract: B-05 : Foundation Masonry & Dampproofing (Campus)**

**BID FORM**

For Bids Due: \_\_\_\_\_

To: **Appoquinimink School District**  
**118 South Sixth Street**  
**Odessa, De 19730**

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_

**(A copy of Bidder's Delaware Business License must be attached to this form.)**

Phone No.: (        ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: (        ) \_\_\_\_\_ - \_\_\_\_\_

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

**ALTERNATES**

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

Alternate No. 4: Provide High School Gymnasium Alternate Size/Layout

Add/Deduct \_\_\_\_\_ ( \$ \_\_\_\_\_ )

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UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

<u>BULK</u>		<u>TRENCH</u>	
<u>Add</u>	<u>Deduct</u>	<u>Add</u>	<u>Deduct</u>

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)  
Delaware Business License  
New Castle County Business License  
(Others as Required by Project Manuals)

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SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Owner, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Masonry	_____	_____	_____
2. Dampproofing	_____	_____	_____

---

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date

All the terms and conditions of *Contract B-05 Foundation Masonry & Waterproofing* have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**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 **Appoquinimink School District** in the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to be paid to the  
**Appoquinimink School District** for the use and benefit of the **Appoquinimink School District** 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  
**Appoquinimink School District** a certain proposal to enter into this contract for the furnishing of certain material 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 **Appoquinimink School District** 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  
Attest \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness \_\_\_\_\_

\_\_\_\_\_  
Title



---

CONSENT OF SURETY

DATE \_\_\_\_\_

To: **Appoquinimink School District**  
118 South Sixth Street  
Odessa, De 19730

Gentlemen:

We, the \_\_\_\_\_

---

(Surety Company's Address)

---

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

---

(Contractor)

---

---

(Address)

---

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

---

(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

---

**AFFIDAVIT**  
**OF**  
**EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative (typed or printed): \_\_\_\_\_

Authorized Representative (signature): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

END OF SECTION