



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the -23rd day of January in the year Two Thousand Eighteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Brandywine School District  
3305 Green Street  
Claymont, DE 19703

and the Contractor:  
*(Name, legal status, address and other information)*

HomeRite of Baltimore, LLC  
2605 Lord Baltimore Drive, Suite F  
Baltimore, MD 21244

for the following Project:  
*(Name, location and detailed description)*

Brandywine School District  
Phase I Window Replacement:  
Brandywine High School  
1400 Foulk Road  
Wilmington, DE 19803

The Architect:  
*(Name, legal status, address and other information)*

ABHA Architects, Inc.  
1621 N. Lincoln Street  
Wilmington, DE 19806

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** ~~The~~ the date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ~~( )~~ days from the date of commencement, or as follows: August 15, 2018.

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**  
All Contract Work.

**Substantial Completion Date**  
August 15, 2018.

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$ -)~~ Seven Hundred and Eight Thousand Dollars and Zero Cents (\$ 708,000.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

**Total Contract Sum: \$708,000.00**

§ 4.3 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
<u>N/A</u>		

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
<u>N/A</u>	

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment.

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)~~

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Init.

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (%)~~ five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent ~~percent( %);5%~~ );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

N/A

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

After the Architect has approved and issued a Certificate for Payment, Payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)* *(Specify)*

Any remedies available in law or in equity.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at a rate of 1% per month not to exceed 12% per annum.

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Mr. James Conlon (Primary)

Mr. John Read or Mr. Woody Scott

Brandywine School District

3305 Green Street

Claymont, DE 19703

Email: [james.conlon@bsd.k12.de.us](mailto:james.conlon@bsd.k12.de.us)/[john.read@bsd.k12.de.us](mailto:john.read@bsd.k12.de.us)/[elwood.scott@bsd.k12.de.us](mailto:elwood.scott@bsd.k12.de.us)

§ 8.4 The Contractor's representative:

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(Name, address and other information)

Mr. John Nelson, President  
HomeRite of Baltimore, LLC  
2605 Lord Baltimore Drive, Suite F  
Baltimore, MD 21244  
Phone: (410) 277-3545  
Email: jnelson@homeritemaryland.com

~~§ 8.5 Neither the Owner's nor the Contractor's representative shall~~ The Contractor's representative shall not be  
changed without ten days written notice to the ~~other party-Owner.~~

§ 8.6 Other provisions:

None

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>007313</u>	<u>Supplementary Conditions</u>	<u>November 10, 2017</u>	<u>007313-1 - 2</u>

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Title of Specifications Exhibit: A attached.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Title of Drawings Exhibit: A attached.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>Addendum No. 1</u>	<u>December 7, 2017</u>	<u>Page 1 - 2 + attachments</u>
<u>Addendum No. 2</u>	<u>December 11, 2017</u>	<u>Page 1 - 1+ attachments</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
  
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Exhibit B: Bid submitted by HomeRite of Baltimore, LLC dated 12/14/17.

**Note:** The State of Delaware requires drug testing for public works projects over \$100,000. See detailed requirements, by accessing link below.  
<http://regulations.delaware.gov/register/december2017/final/21%20DE%20Reg%20503%2012-01-17.pdf>

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007. and as required by Section 009000 - General Requirements.  
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

<u>Type of insurance or bond</u>	<u>Limit of liability or bond amount (\$ 0.00)</u>
<u>Refer to Project Manual, Section 009000</u> <u>– State of Delaware General</u> <u>Requirements</u>	

This Agreement entered into as of the day and year first written above.

BRANDYWINE SCHOOL DISTRICT

HOMERITE OF BALTIMORE, LLC

Signature on File

Signature on File

OWNER(Signature)

CONTRACTOR(Signature)

Dr. Mark Holodick, Superintendent

JOHN NEWSON PRESIDENT

*(Printed name and title)*

*(Printed name and title)*



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**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

06 1000	ROUGH CARPENTRY
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**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

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"EXHIBIT B"

Brandywine School District  
Brandywine High School

Project No. 1629  
Renovation Phase I  
Window Replacement

SECTION 00 4115  
BSD BID FORM

FOR BIDS DUE: 12/14/2017 @ 2pm

TO: BRANDYWINE SCHOOL DISTRICT      FOR: BRANDYWINE HIGH SCHOOL RENOVATIONS PHASE I

1311 BRANDYWINE BLVD  
WILMINGTON, DE. 19809

1400 FOULK RD  
WILMINGTON, DE. 19803

FOR CONTRACT: WINDOW REPLACEMENT

NAME OF BIDDER: HomeRite of Baltimore, LLC

DELAWARE BUSINESS LICENSE NO.: 2015604016

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

TAXPAYER ID NO.: 26-2361751

(OTHER LICENSE NOS.): \_\_\_\_\_

PHONE NO.: ( 410 ) 277-3545      FAX NO.: ( 410 ) 277-3546

EMAIL ADDRESS: jnelson@homeritemaryland.com

The undersigned, representing that he has read and understands the Bidding Documents, including the complete Project Manual and the Drawings as listed in the Table of Contents, all dated 11/10, 2017, 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:

BASE BID:

SEVEN HUNDRED EIGHT THOUSAND DOLLARS  
(expressed in words)

(\$ 708,000.00 )  
(expressed in figures)

END OF DOCUMENT



"EXHIBIT B"

Project No. 1629  
Renovations Phase I  
Window Replacement

Brandywine School District  
Brandywine High School

**BID FORM**  
SIGNATURE FORM

I / We acknowledge Addendas Numbered none and the price(s) submitted include any cost / schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for 30 days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within 205 calendar days of the Notice to Proceed.

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: HomeRite of Baltimore, LLC Trading as: HomeRite of Baltimore, LLC  
(Individual's / General Partner's / Corporate Name)  
Maryland

(State of Corporation)

Business Address: 2605 Lord Baltimore Drive, Suite F  
Baltimore, MC 21244

Witness: Susan Helder, PhD By: Signature on File  
(Authorized Signature)

(SEAL) President, HomeRite of Baltimore, LLC  
(Title)

Date: 12/12/2017

"EXHIBIT B"

Brandywine School District  
Brandywine High School

Project No. 1629  
Renovation Phase 1  
Window Replacement

**BID FORM**  
**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. This form must be filled out completely with no additions or deletions. Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.

SUBCONTRACTOR CATEGORY	SUBCONTRACTOR NAME	ADDRESS (CITY & STATE)	SUBCONTRACTOR TAXPAYER ID# OR DE BUSINESS LICENSE#
WINDOW INSTALLER	HomeRite of Baltimore, LLC	2605 Lord Baltimore Dr., Ste F, Baltimore, MD 21244	2015604016

"EXHIBIT B"

Project No. 1629  
Renovations Phase I  
Window Replacement

Brandywine School District  
Brandywine High School

**BID FORM  
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 this Contract have been thoroughly examined and are understood.

NAME OF BIDDER: HomeRite of Baltimore, LLC

AUTHORIZED REPRESENTATIVE

(TYPED): John Nelson, President, HomeRite of Baltimore, LLC

AUTHORIZED REPRESENTATIVE <sup>3 3</sup>Signature on File

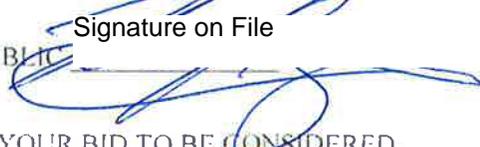
(SIGNATURE): 

TITLE: President, HomeRite of Baltimore, LLC

ADDRESS OF BIDDER: 2605 Lord Baltimore Drive  
Suite F  
Baltimore, MD 21244

PHONE NUMBER: 410-277-3545

Sworn to and Subscribed before me this 19<sup>th</sup> day of December, 2017

My Commission expires: 06/20/21 NOTARY PUBLIC <sup>Signature on File</sup>  


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

NICHOLAS ARGUERO  
Notary Public-Maryland  
Montgomery County  
My Commission Expires  
June 20, 2021

"EXHIBIT B"

Brandywine School District  
Brandywine High School

Project No. 1629  
Renovation Phase 1  
Window Replacement

**BID FORM**  
**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: HomeRite of Baltimore, I.L.C

CONTRACTOR/SUBCONTRACTOR

ADDRESS: 2605 Lord Baltimore Drive  
Suite F  
Baltimore, MD 21244

AUTHORIZED REPRESENTATIVE

(TYPED): John Nelson, President, HomeRite of Baltimore, LLC

AUTHORIZED REPRESENTATIVE

(SIGNATURE): Signature on File

Sworn to and Subscribed before me this 19th day of December, 2017

My Commission expires : 06/20/21 NOTARY PUBLIC Signature on File

NICHOLAS ARGUERO  
Notary Public-Maryland  
Montgomery County  
My Commission Expires  
June 20, 2021



"EXHIBIT B"

Brandywine School District  
Brandywine High School

Project No. 1629  
Renovation Phase I  
Window Replacement

SEALED, AND DELIVERED IN THE PRESENCE OF  
Presence of

Corporate Seal

HOMERITE OF BALTIMORE, LLC

Name of Bidder (Organization)

Signature on File

By:

[Signature]  
Authorized Signature

President

Title

Attest:

Susan Hildon, D.K.P.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Name of Surety

Witness:

[Signature]

By:

[Signature]  
JON C. CAPAN

Title ATTORNEY-IN-FACT

"EXHIBIT B"

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael H. Shaver, Janet A. Lari, Jon C. Capan and Gregory M. Shaver of Bonds, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

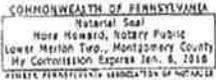
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016

Signature on File

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed



Notary Public

*Nora Howard*

residing at

Bala Cynwyd, PA

(Notary Seal)

My commission expires

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19<sup>th</sup> day of December, 2017.

Signature on File

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY