DELAWARE STATE UNIVERSITY
CONTRACT # FD-15-026

SPECIFICATIONS
FOR

Village Building 3 Dome Replacement

IN

East Dover Hundred - Kent County
Dover, Delaware

PREPARED
BY

Fearn Clendaniel Architect

ISSUED FOR BID
11/1/2019
TABLE OF CONTENTS

A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.

B. DOCUMENTS BOUND HEREWITH

DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS

INTRODUCTORY INFORMATION

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 01 01</td>
<td>PROJECT TITLE PAGE</td>
<td>1 page</td>
</tr>
<tr>
<td>00 01 10</td>
<td>TABLE OF CONTENTS</td>
<td>2 pages</td>
</tr>
<tr>
<td>00 01 15</td>
<td>LIST OF DRAWING SHEETS</td>
<td>1 page</td>
</tr>
</tbody>
</table>

PROCUREMENT REQUIREMENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 11 16</td>
<td>INVITATION TO BID</td>
<td>1 page</td>
</tr>
<tr>
<td>00 21 13</td>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>12 pages</td>
</tr>
<tr>
<td>00 41 13</td>
<td>BID FORM</td>
<td>4 pages</td>
</tr>
<tr>
<td>00 43 13</td>
<td>BID BOND</td>
<td>1 page</td>
</tr>
<tr>
<td>00 43 36</td>
<td>PROPOSED SUBCONTRACTOR LIST</td>
<td>1 page</td>
</tr>
<tr>
<td>00 45 19</td>
<td>NON-COLLUSION STATEMENT</td>
<td>1 page</td>
</tr>
<tr>
<td>00 46 00</td>
<td>AFFIDAVIT OF EMPLOYEE DRUG TESTING PROGRAM</td>
<td>1 page</td>
</tr>
</tbody>
</table>

CONTRACTING REQUIREMENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 52 13</td>
<td>STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR</td>
<td>1 page</td>
</tr>
<tr>
<td>00 54 13</td>
<td>SUPPLEMENT TO AGREEMENT BETWEEN OWNER &amp; CONTRACTOR A101-2007</td>
<td>1 page</td>
</tr>
<tr>
<td>00 61 13.13</td>
<td>PERFORMANCE BOND</td>
<td>2 pages</td>
</tr>
<tr>
<td>00 61 13.16</td>
<td>PAYMENT BOND</td>
<td>2 pages</td>
</tr>
<tr>
<td>00 62 76</td>
<td>SAMPLE APPLICATION AND CERTIFICATE FOR PAYMENT FORMS</td>
<td>1 page</td>
</tr>
<tr>
<td>00 72 13</td>
<td>GENERAL CONDITIONS TO THE CONTRACT</td>
<td>1 page</td>
</tr>
<tr>
<td>00 72 14</td>
<td>INDEMNIFICATION</td>
<td>1 page</td>
</tr>
<tr>
<td>00 73 13</td>
<td>SUPPLEMENTARY GENERAL CONDITIONS</td>
<td>10 pages</td>
</tr>
<tr>
<td>00 73 46</td>
<td>WAGE RATE REQUIREMENTS</td>
<td>1 page</td>
</tr>
<tr>
<td>00 81 13</td>
<td>GENERAL REQUIREMENTS</td>
<td>13 pages</td>
</tr>
<tr>
<td>00 81 14</td>
<td>EMPLOYEE DRUG TESTING REPORT FORMS</td>
<td>2 pages</td>
</tr>
</tbody>
</table>
DIVISION 01 - 49  See Exhibits B

END OF SECTION 00 01 10
LIST OF DRAWING SHEETS

COVER SHEET
T00-01 COVER SHEET
G10-01 - SPECIFICATIONS
A10-01 - DOME ROOF REPLACEMENT - STRUCTURAL MODIFICATIONS
A10-02 - DOME ROOF REPLACEMENT - DEMO PLAN & ELEVATIONS/ ATTIC PLANS
A10-03 - DOME ROOF REPLACEMENT - PLANS, DETAILS AND ELEVATIONS
A11-01 - 4TH FLOOR - DEMO & NEW WORK
A11-02 - 4TH FLOOR - REFERENCE PHOTOGRAPHS

END OF SECTION 00 01 15
INVITATION TO BID

Sealed bids for Delaware State University Contract No. FD-15-026 – Village Building 3 Dome Replacement will be received by the Delaware State University, in the Office of Planning & Construction Room 101 in the Facilities Management Building, 1200 N. DuPont Highway, Dover, DE 19901-2277, until January 24, 2020 local time on 3:00 PM, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves:
THE PROJECT CONSISTS OF REPLACING THE EXISTING FIBERGLASS DOME & METAL PANEL FROM THE BUILDING 3 AT THE UNIVERSITY APARTMENTS ON THE DELAWARE STATE UNIVERSITY CAMPUS AND REPAIRING THE PORTION OF 4TH FLOOR ROOMS WITH WATER DAMAGE FROM EXISTING LEAKING DOME ROOF.

A MANDATORY Pre-Bid Meeting will be held on January 9, 2020, at 10:00 AM at the Facilities Management Building, DSU Main Campus for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. ATTENDANCE OF THE ENTIRE PRE-BID MEETING IS A PREREQUISITE FOR SUBMITTING A BID FOR THIS CONTRACT.

Sealed bids shall be addressed to the Delaware State University c/o the Office of Planning & Construction, Facilities Management Building, Room 101, Dover, DE 19901-2277, Attn: Zafar Chaudhry, Associate Vice President of Contract & Procurement. The outer envelope should clearly indicate: "DSU CONTRACT NO. FD-15-026 – Village Building 3 Dome Replacement - SEALED BID - DO NOT OPEN."

Contract documents may be obtained or reviewed at the office of Fearn Clendaniel Architect upon receipt of $500.00 per set/non-refundable, starting on the day of the mandatory pre-bid. Checks are to be made payable to Fearn Clendaniel Architect. Alternatively, in consideration of our environment, and in alignment with the University’s sustainability initiatives, bidders may request an electronic copy of the bidding documents free of charge by submitting a written request to constructionbid@desu.edu. Delaware State University will track all bidders and ensure plan holder receive all addenda.

Summary of Events and Dates:
1/9/2020    Mandatory Site Visit at the Facilities Management Building at 10:00AM EST)
1/17/2020   Deadline for Questions (4:00PM EST)
1/22/2020   Posting of Answers to Contractor Questions
1/24/2020   Proposals Due (3:00 PM EST)
2/24/2020   Anticipated Start of Construction Date (subject to change)

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent
of the contract price upon execution of the contract. Delaware State University reserves the right to reject any or all bids and to waive any informalities therein. Delaware State University may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days’ notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 Del.C. §6908(a)(6), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. §6962. Final publication of the identified regulations can be found at the following: 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

END OF ADVERTISEMENT FOR BIDS
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS

2. BIDDER’S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9. LIQUIDATED DAMAGES
ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 BOARD: The Delaware State University Board of Trustees

1.4 UNIVERSITY: The Delaware State University

1.5 AGENCY: The Delaware State University

1.6 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.7 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.8 CONTRACT DOCUMENTS: The Contract Documents consist of, the Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.9 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.10 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.11 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.12 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.13 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.14 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.15 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
1.16  **BASE BID:** The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).

1.17  **ALTERNATE BID** (or **ALTERNATE**): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.

1.18  **UNIT PRICE:** An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.19  **SURETY:** The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

1.20  **BIDDER'S DEPOSIT:** The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.

1.21  **CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

1.22  **CONTRACTOR:** Any individual, firm or corporation with whom a contract is made by the Agency.

1.23  **SUBCONTRACTOR:** An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

1.24  **CONTRACT BOND:** The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

1.25  **LIQUIDATED DAMAGES:** An amount due and payable to the University by the Contractor for additional costs incurred by the University resulting from the Contractor's failure to complete within the Contract time.

**ARTICLE 2: BIDDER'S REPRESENTATIONS**

2.1  **PRE-BID MEETING**

2.1.1  A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2  By submitting a Bid, the Bidder represents that:

2.2.1  The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

2.2.2  The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

2.2.3  The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3  **JOINT VENTURE REQUIREMENTS**
2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations,
corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS
4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter “No Change”. The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.

4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed $45,000, and $500,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department’s annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

4.5.3 The employer shall pay all mechanics and laborers employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "Late Bid" and returned.

4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base
Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

A. The Bidder’s financial, physical, personnel or other resources including Subcontracts;

B. The Bidder’s record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

C. The Bidder’s written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;

E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, “The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid.”

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in effect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be supplied on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR’S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor’s Qualification Statement, unless such a statement has been previously required and submitted.
6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

ARTICLE 9: LIQUIDATED DAMAGES

9.1 Schedule of Liquidated Damages:

<table>
<thead>
<tr>
<th>Awarded Contract Value</th>
<th>Daily Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Greater Than</td>
<td>Up to and Including</td>
</tr>
<tr>
<td>$0.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>$25,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>$50,000.00</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>$100,000.00</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>$500,000.00</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>$1,000,000.00</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>$2,000,000.00</td>
<td>$5,000,000.00</td>
</tr>
<tr>
<td>$5,000,000.00</td>
<td>$10,000,000.00</td>
</tr>
<tr>
<td>$10,000,000.00</td>
<td>$15,000,000.00</td>
</tr>
</tbody>
</table>
9.2 For each calendar day or work day that work remains uncompleted after the Contract time has expired or beyond the completion date established by the Contract, the sum specified in paragraph 9.1 of this document, will be deducted from any money due the Contractor. This sum shall not be considered and treated as a penalty but as liquidated damages due the University by reason of inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor's failure to complete the work on time. Any adjustment of the Contract time for completion of the work granted by the University will be considered in the assessment of liquidated damages.

END OF SECTION 00 21 13
BID FORM


Location: Delaware State University
University Village Building # 3, Main Campus
1200 North DuPont Hwy
Dover, Delaware

For Bids Due: 1/24/2020 at 3:00 PM Local Time

To: Delaware State University
Facilities Building,
Office 101
1200 N. DuPont Highway
Dover, DE 19901-2277
Attn: Zafar Chaudhrey
Associate Vice President

Name of Bidder: ________________________________________________________________

Delaware Business License No.: __________________________ Taxpayer ID No.: ________________
(A copy of Bidder’s Delaware Business License must be attached to this form.)

(Other License Nos.): __________________________________________________________________

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:

$ ________________________________ (Written Out).

($______________________________) (Figures).

[This price includes all allowances as documented within the project manual.]

A. ALTERNATES (Note: project is subject to prevailing wages)

1. Alternates: Alternate prices conform to applicable project specification section. Refer to the drawing
specifications for a complete description of the following Alternates. An “ADD” or “DEDUCT” amount is
indicated by the crossing out the part that does not apply.
a. **Alternate #1:**

   Net - ADD / DEDUCT
   - ____________________________________________ (Figures).
   - ____________________________________________ (Written Out).

b. **Alternate #2:**

   Net - ADD / DEDUCT
   - ____________________________________________ (Figures).
   - ____________________________________________ (Written Out).

c. **Alternate #3:**

   Net - ADD / DEDUCT
   - ____________________________________________ (Figures).
   - ____________________________________________ (Written Out).

B. **UNIT PRICES**

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

   **ADD** | **DEDUCT**

   **UNIT PRICE No. 1:**
   ADD WOOD 2x6 STUDS/ FRAMING/ TO EXISTING REINFORCE EXISTING LOADBEARING WALL AND TRUSSES.
   COST PER LINEAR FEET INSTALLED $ ____________

   **UNIT PRICE No. 2:**
   REPLACE DAMAGED/ DETERIORATED CURVED WOOD 2X6 TRIPLE PLATE IN LOADBEARING WALL COST
   PER LINEAR FEET INSTALLED $ ____________

   **UNIT PRICE No. 3:**
   REPLACE DAMAGED/ DETERIORATED CURVED WOOD 2x6 SINGLE BOTTOM PLATE IN LOADBEARING WALL
   COST PER LINEAR FEET INSTALLED $ ____________

   **UNIT PRICE No. 4:**
   REPLACE DAMAGED/ DETERIORATED 3/4" THICK WOOD SUBFLOOR ON WOOD TRUSSES COST PER SQUARE FEET INSTALLED:
   $ ____________

   **UNIT PRICE No. 5:**
   REPLACE DAMAGED/ DETERIORATED CURVED 1/2" THICK WOOD SHEATHING ON WOOD TRUSSES OR STUDS
   COST PER SQUARE FEET INSTALLED $ ____________

   **UNIT PRICE No. 6:**
   REPLACE DAMAGED/ DETERIORATED 5/8" TYPE X GWB ON WOOD TRUSSES COST PER SQUARE FEET INSTALLED
   $ ____________
UNIT PRICE No. 7:
REPLACE DAMAGED OR NON-FUNCTIONAL RECESSED 6" DIA (FIRE RATED) LIGHT FIXTURE & LAMPS, MATCH EXISTING
COST PER FIXTURE INSTALLED $ ______________

UNIT PRICE No. 8:
REPLACE DAMAGED OR NON-FUNCTIONAL SURFACE MOUNTED 1' x 4' FLUORESCENT LIGHT FIXTURE & LAMPS, MATCH EXISTING
COST PER FIXTURE INSTALLED $ ______________

UNIT PRICE No. 9:
REPLACE DAMAGED OR NON-FUNCTIONAL SURFACE MOUNTED EXIT LIGHT, MATCH EXISTING
COST PER FIXTURE INSTALLED $ ______________

UNIT PRICE No. 10:
PREP AND PAINT NEW OR EXISTING GWB WALL OR CEILING SURFACE
COST PER SQUARE FEET: $ ______________

ALLOWANCE PRICE NO. 1
DESCRIPTION: UNFORESEEN DEMOLITION AND REPLACEMENT OF DETERIORATED WOOD FRAMING/ SUBFLOOR, DETERIORATED GWB, DETERIORATED DOORS/ TRIM, NON-FUNCTION LIGHT FIXTURES, ADDITIONAL STRUCTURAL REINFORCING, ADDITIONAL INTERIOR FINISHES, AND REPAIRS TO EXISTING ROOF NOT INCLUDED IN THE ORIGINAL CONSTRUCTION SCOPE OF WORK.
TOTAL AMOUNT: $50,000

C. WORK SCHEDULE

1. We understand that this contract is governed by liquidated damages and that submission of this bid is acceptance of the proposed contract completion date. Our proposed detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule. The project schedule is a required attachment of a complete bid and failure to submit a viable schedule will be a justifiable reason to deem the bid as incomplete. Bid schedule shall be submitted in Gantt Chart format (Microsoft Project preferred) to be deemed as an adequate project schedule.
   a. Schedule should be detailed by trade and show manpower, or provide narrative explaining planned crews.
   b. Include milestones, phasing, critical path, etc.
   c. Document any weather contingency built into schedule.

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

3. Alternative Work Hours

Work during "regular hours" at this site is being performed on a single shift, eight hours per day, 7:30 AM to 4:30 PM, and five days per week, Monday through Friday. To meet the schedule established on the basis of Item 1 above, our proposed work hours will be _____ hours per day,
_____ AM to _____ PM, and _____ days per week, ______ through ______ the cost of
which is reflected in our lump sum price. Our lump sum price also includes any mandatory off-
hours work required per special conditions.

D. SITE SUPERINTENDANT

We propose to use ______________________ as our site superintendent. A resume
of his/her qualifications is attached.

We understand that DSU reserves the right to interview him/her prior to contract award/prior to start
of work and to reject him/her if not considered acceptable. If rejected, we will propose alternate
personnel for the position who will be subject to the same review and acceptance procedure, at no
increase in our lump sum proposal.

We also understand DSU reserves the right to reject our bid if we are unable to provide a site
supervisor acceptable to DSU within thirty (30) calendar days after submission of this bid.

E. REMARKS

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

2. This bid shall remain valid and cannot be withdrawn for thirty (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.

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

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

5. Our Bid Price(s) are firm based on contract award within thirty (30) calendar days of the date of
   submittal of this bid.

6. I/We understand that we will not be compensated at a later date for claimed additional costs
   based on any information received during the bid period, but which is not identified in our
   proposal and subsequently accepted in writing by DSU.
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: __________________________

( Authorized Signature )

(SEAL)

( Title )

Date: __________________________

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Bid Security
Construction Schedule
Resume of Site Superintendent
(Others as Required by Project Manuals)

END OF SECTION 00 41 13
KNOW ALL MEN BY THESE PRESENTS That: __________, in the County of _________________ and State of _________________, as _________________, and _________________, in the County of _________________ and State of _________________ as _________________, legally authorized to do business in the State of Delaware (“State”), are held and firmly unto the _________________ in the sum of _________________ Dollars ($ _____________), or _________________ percent not to exceed _________________ Dollars ($ _____________) of amount of bid on Contract No. _____________, to be paid to the _________________ for the use and benefit of _________________ (insert State agency name) 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 bonded _________________ who has submitted to the _________________ (insert State agency name) a certain proposal to enter into this contract for the furnishing of certain material and/or services within the _________________, shall be awarded this _________________, and if said _________________ shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved by the _________________ (insert State agency name) 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 By:

Seal

_________________________________________

Authorized Signature

Attest

________________________________________

Title

______________________________

Name of Surety

Witness: ________________ By:

________________________________________

Title
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.

<table>
<thead>
<tr>
<th>Subcontractor Category</th>
<th>Subcontractor</th>
<th>Address (City &amp; State)</th>
<th>Subcontractors tax payer ID # or Delaware Business license #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CARPENTRY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. DRYWALL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. PLUMBING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. ROOFING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. ELECTRICAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. PAINTING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. DEMOLITION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. CASEWORK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 (to the Office of Management and Budget, Division of Facilities Management).

All the terms and conditions of (Project or Contract Number) have been thoroughly examined and are understood.

NAME OF BIDDER: __________________________________________________________

AUTHORIZED REPRESENTATIVE (TYPED): ______________________________________

AUTHORIZED REPRESENTATIVE (SIGNATURE): ________________________________

TITLE: __________________________________________________________________

ADDRESS OF BIDDER: ______________________________________________________
________________________________________________________________________
________________________________________________________________________

E-MAIL: _________________________________________________________________

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.
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, including subcontractors, 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.
The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A101-2007.

END OF SECTION 00 52 13
SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"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."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

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

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

"The Contractor’s representative shall not be changed without ten days written notice to the Owner."

END OF SECTION 00 54 13
KNOW ALL PERSONS BY THESE PRESENTS, that we, ______________________, as principal ("Principal"), and ______________________, a ______________________ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the ______________________ ______________________ ("Owner") (insert State agency name), in the amount of ______________________ ($____________), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this __________ day of ____________, 20__. 

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. ___________ dated the __________ day of ____________, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse Owner sufficient funds to pay the costs of completing the Contract that Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by Owner, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause Principal fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, by any payment thereunder before the time required therein, by any waiver of any provisions thereof, by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.
Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: ________________________________

Witness or Attest: Address: ________________________________

__________________________ By: ________________________________ (SEAL)
Name: ____________________________
Name: ____________________________
Title: ____________________________

(Corporate Seal)

SURETY

Name: ________________________________

Witness or Attest: Address: ________________________________

__________________________ By: ________________________________ (SEAL)
Name: ____________________________
Name: ____________________________
Title: ____________________________

(Corporate Seal)
PAYMENT BOND

Bond Number: __________________

KNOW ALL PERSONS BY THESE PRESENTS, that we, ____________________, as principal (“Principal”), and __________________, a ____________________ corporation, legally authorized to do business in the State of Delaware, as surety (“Surety”), are held and firmly bound unto the ______________________________________________ (“Owner”) (insert State agency name), in the amount of _____________________ ($___________), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____________ day of____________, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. ____________dated the _______ day of _____________, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which Principal is liable, shall make good and reimburse Owner sufficient funds to pay such costs in the completion of the Contract as Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.
Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: ________________________________

Witness or Attest: Address: ________________________________

By: ________________________________ (SEAL)

Name: ________________________________
Title: ________________________________

(Corporate Seal)

SURETY

Name: ________________________________

Witness or Attest: Address: ________________________________

By: ________________________________ (SEAL)

Name: ________________________________
Title: ________________________________

(Corporate Seal)
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: PROJECT: New Office & Warehouse

Owner
0000 4th Street
Las Vegas, Nv. 00000

FROM CONTRACTOR: VIA ARCHITECT:
XYZ ELECTRIC
000 Las Vegas BLVD.
000 Tropicana Blvd.
Las Vegas, Nv. 00000

VIA GENERAL CONTRACTOR: Burke And Associates

Contract No. FD-15-026

APPLICATION NO: 4

PERIOD TO: 12/31/99

PROJECT NOS: NV000

CONTRACT DATE: 08/13/99

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: ____________________________ Date: 12/31/99

President
State of: ________________________ County of: ________________________
Subscribed and sworn to before me this ___ day of ____________
Notary Public:
My Commission expires: ________________

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the undersigned Architect certifies that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the change is fair and in accordance with the contract documents, and the Contractor is entitled to payment for the WORK CERTIFIED.

AMOUNT CERTIFIED: $ __________

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and any Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: ____________________________ Date: ________________________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - 01992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.
### CONTINUATION SHEET

**AIA DOCUMENT G703**

**Page of Pages**

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OF WORK</td>
<td>SCHEDULED VALUE</td>
<td>WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)</td>
<td>WORK COMPLETED THIS PERIOD</td>
<td>MATERIALS STORED (NOT IN D OR E)</td>
<td>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</td>
<td>% TO FINISH (G - C)</td>
<td>BALANCE TO PAY (C - G)</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>1</td>
<td>Bid Deposit Fee</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td></td>
<td></td>
<td>$1,500.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Equipment/Switch Gear (Materials Only)</td>
<td>$14,471.00</td>
<td>$9,607.00</td>
<td></td>
<td></td>
<td>$9,607.00</td>
<td>66.39%</td>
<td>$4,864.00</td>
</tr>
<tr>
<td>3</td>
<td>Light Fixtures (Materials Only)</td>
<td>$22,087.00</td>
<td></td>
<td></td>
<td>$2,367.00</td>
<td>$2,367.00</td>
<td>10.72%</td>
<td>$19,720.00</td>
</tr>
<tr>
<td>4</td>
<td>Fire Alarm - Rough</td>
<td>$7,748.00</td>
<td>$2,750.00</td>
<td>$312.00</td>
<td></td>
<td>$3,062.00</td>
<td>39.52%</td>
<td>$4,686.00</td>
</tr>
<tr>
<td>5</td>
<td>Fire Alarm - Trim</td>
<td>$2,082.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Office - Under Slab</td>
<td>$21,110.00</td>
<td>$10,555.00</td>
<td>$10,555.00</td>
<td></td>
<td>$21,110.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Office - Rough</td>
<td>$15,395.00</td>
<td></td>
<td>$5,850.10</td>
<td></td>
<td>$5,850.10</td>
<td>38.00%</td>
<td>$9,544.90</td>
</tr>
<tr>
<td>8</td>
<td>Office - Trim</td>
<td>$12,169.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Warehouse - Under Slab</td>
<td>$7,634.00</td>
<td>$7,634.00</td>
<td></td>
<td></td>
<td>$7,634.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Warehouse - Rough</td>
<td>$5,090.00</td>
<td>$1,934.20</td>
<td></td>
<td></td>
<td>$1,934.20</td>
<td>38.00%</td>
<td>$3,155.80</td>
</tr>
<tr>
<td>11</td>
<td>Warehouse - Trim</td>
<td>$2,667.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Site Underground</td>
<td>$8,740.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Subcontract Change Order # 1 - Add Lighting</td>
<td>$832.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTALS**

$121,525.16 $24,412.00 $26,285.30 $2,367.00 $53,064.30 43.67% $68,460.86 $5,306.43

Users may obtain validation of this document by requesting the license a completed AIA Document D401 - Certification of Document's Authenticity.
GENERAL CONDITIONS

TO THE

CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

END OF SECTION 00 72 13
SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Paragraph:

1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect’s consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

Delete Paragraph 1.5.2 in its entirety.
ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work proceeding prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.

3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.

3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.

3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor’s expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.

3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.

3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the second sentence of the paragraph, insert “indemnify” between “shall” and “hold”.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:
The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect’s action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner’s professional judgment to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.13 “and in compliance with all local requirements.” to the end of the sentence.

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 In the second sentence, strike the word “shall” and insert the word “may”.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME
8.3.1 Strike “arbitration” and insert “remedies at law or in equity”.

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted on AIA Document G702 “Application and Certificate for Payment”, supported by AIA Document G703 “Continuation Sheet”. Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:
.8 failure to provide a current Progress Schedule;
.9 a lien or attachment is filed;
.10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

9.6.1 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.

9.7 FAILURE OF PAYMENT

In first sentence, strike “seven” and insert “thirty (30)”. Also strike “binding dispute resolution” and insert “remedies at law or in equity”.

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

“If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect’s fees.”

9.8.5 In the second sentence, strike “shall” and insert “may”.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor’s Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS
_delete Paragraph 10.3.3 in its entirety.
_delete Paragraph 10.3.6 in its entirety.

**ARTICLE 11: INSURANCE AND BONDS**

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.4 Strike “the Owner” immediately following “(1)” and strike “and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.”

11.2 OWNER’S LIABILITY INSURANCE

_delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

_delete Paragraph 11.3 in its entirety and replace with the following:

11.3 The State will not provide Builder’s All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor’s Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Add the following sentence: “The bonds will conform to those forms approved by the Office of Management and Budget.”

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

12.2.2.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

12.2.1 Strike “one” and insert “two”.

12.2.2 Strike “one” and insert “two”.

12.2.3 Strike “one” and insert “two”.

12.2.5 In second sentence, strike “one” and insert “two”.

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW
Strike “except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.”

13.6 INTEREST

Strike “the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.” Insert “30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United States of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

Add the following Paragraph:

13.9 CLOUD-BASED PROJECT MANAGEMENT SYSTEM

13.9.1 The Contractor is responsible for communicating to the Owner and the Architect using the University’s Cloud-Based Project Management System for the duration of the contract. The Owner will administer the site and shall provide login credentials to the Contractor following contract award.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 Throughout the Paragraph strike “21” and insert “45”.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or
Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3  MEDIATION

15.3.1 Strike “binding dispute resolution” and insert “any or all remedies at law or in equity”.

15.3.2 In the first sentence, delete “administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” Strike “binding dispute resolution” and insert “remedies at law and in equity”.

15.4  ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SECTION 00 73 13
GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the
proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder’s guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder’s actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS
4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

   A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder’s firm;

   B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

   C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

   A. Is unqualified to perform the work required;

   B. Has failed to execute a timely reasonable Subcontract;

   C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or

   D. Is no longer engaged in such business.
5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed $10,000

5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK
7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the ‘DPE’ wages required and the “invoice price” of the materials/equipment needed.

7.3.1 “DPE” shall be defined to mean “direct personnel expense”. Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman’s compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

7.3.2 “Invoice price” of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the “Means Building Construction Cost Data” publication.

7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor’s own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractor. No additional costs shall be allowed for changes related to the Contractor’s onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, “Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the
Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project.”

8.4.2 “Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor’s failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor’s retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor’s failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor’s retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor’s monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.
9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY
10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this
contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>For:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$500,000</td>
<td>for each person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000</td>
<td>for each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000</td>
<td>aggregate</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
<td>for each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000</td>
<td>aggregate</td>
</tr>
</tbody>
</table>

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>For:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$500,000</td>
<td>for each person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000</td>
<td>for each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000</td>
<td>aggregate</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$500,000</td>
<td>for each occurrence</td>
</tr>
<tr>
<td></td>
<td>$500,000</td>
<td>aggregate</td>
</tr>
</tbody>
</table>

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>For:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
<td>for each person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000</td>
<td>for each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$500,000</td>
<td>per accident</td>
</tr>
</tbody>
</table>

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability
11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those
authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF SECTION 00 81 13
EMPLOYEE DRUG TESTING REPORT FORM
Period Ending: ____________________

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: ____________________

Project Name: ____________________

Contractor/Subcontractor Name: ____________________

Contractor/Subcontractor Address: ____________________

Number of employees who worked on the jobsite during the report period: ____________

Number of employees subject to random testing during the report period: ____________

Number of Negative Results ____________ Number of Positive Results ____________

Action taken on employee(s) in response to a failed or positive random test:
_________________________________________________________________________
_________________________________________________________________________

Date: ________________

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor’s or Subcontractor’s offices (or by other means to make the data available for inspection by the Owner).
EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: __________________________

Project Name: ____________________________

Contractor/Subcontractor Name: ____________________________

Contractor/Subcontractor Address:

Name of employee with positive test result: ____________________________

Last 4 digits of employee SSN: ____________

Date test results received: _________________

Action taken on employee in response to a positive test result:


Authorized Representative of Contractor/Subcontractor: ____________________________

 (typed or printed)

Authorized Representative of Contractor/Subcontractor: ____________________________

 (signature)

Date: _________________

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

DRUG TESTING FORMS 00 81 14-2
## Prevailing Wages for Building Construction Effective March 15, 2019

<table>
<thead>
<tr>
<th>Classification</th>
<th>New Castle</th>
<th>Kent</th>
<th>Sussex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Workers</td>
<td>23.92</td>
<td>29.46</td>
<td>42.87</td>
</tr>
<tr>
<td>Boilermakers</td>
<td>71.61</td>
<td>36.33</td>
<td>53.41</td>
</tr>
<tr>
<td>Bricklayers</td>
<td>55.89</td>
<td>55.89</td>
<td>55.89</td>
</tr>
<tr>
<td>Carpenters</td>
<td>55.63</td>
<td>55.63</td>
<td>44.22</td>
</tr>
<tr>
<td>Cement Finishers</td>
<td>75.54</td>
<td>52.62</td>
<td>23.19</td>
</tr>
<tr>
<td>Electrical Line Workers</td>
<td>47.57</td>
<td>40.79</td>
<td>31.10</td>
</tr>
<tr>
<td>Electricians</td>
<td>70.49</td>
<td>70.49</td>
<td>70.49</td>
</tr>
<tr>
<td>Elevator Constructors</td>
<td>96.27</td>
<td>67.47</td>
<td>33.42</td>
</tr>
<tr>
<td>Glaziers</td>
<td>75.65</td>
<td>75.65</td>
<td>59.28</td>
</tr>
<tr>
<td>Insulators</td>
<td>57.88</td>
<td>57.88</td>
<td>57.88</td>
</tr>
<tr>
<td>Iron Workers</td>
<td>65.57</td>
<td>65.57</td>
<td>65.57</td>
</tr>
<tr>
<td>Laborers</td>
<td>47.70</td>
<td>47.70</td>
<td>47.70</td>
</tr>
<tr>
<td>Millwrights</td>
<td>74.23</td>
<td>74.23</td>
<td>59.84</td>
</tr>
<tr>
<td>Painters</td>
<td>52.47</td>
<td>52.47</td>
<td>52.47</td>
</tr>
<tr>
<td>PileDrivers</td>
<td>78.02</td>
<td>41.17</td>
<td>33.30</td>
</tr>
<tr>
<td>Plasterers</td>
<td>31.22</td>
<td>31.22</td>
<td>23.14</td>
</tr>
<tr>
<td>Plumbers/Pipefitters/Steamfitters</td>
<td>70.05</td>
<td>55.29</td>
<td>60.31</td>
</tr>
<tr>
<td>Power Equipment Operators</td>
<td>71.29</td>
<td>71.29</td>
<td>71.29</td>
</tr>
<tr>
<td>Roofers-Composition</td>
<td>25.12</td>
<td>24.79</td>
<td>22.64</td>
</tr>
<tr>
<td>Roofers-Shingle/Slate/Tile</td>
<td>19.24</td>
<td>22.88</td>
<td>17.99</td>
</tr>
<tr>
<td>Sheet Metal Workers</td>
<td>72.53</td>
<td>72.53</td>
<td>72.53</td>
</tr>
<tr>
<td>Soft Floor Layers</td>
<td>53.39</td>
<td>53.39</td>
<td>53.39</td>
</tr>
<tr>
<td>Sprinkler Fitters</td>
<td>60.04</td>
<td>60.04</td>
<td>60.04</td>
</tr>
<tr>
<td>Terrazzo/Marble/Tile Fnrs</td>
<td>64.45</td>
<td>64.45</td>
<td>64.45</td>
</tr>
<tr>
<td>Terrazzo/Marble/Tile Strs</td>
<td>71.27</td>
<td>71.27</td>
<td>71.27</td>
</tr>
<tr>
<td>Truck Drivers</td>
<td>32.19</td>
<td>28.78</td>
<td>21.91</td>
</tr>
</tbody>
</table>

Certified: 03/01/2019  
By:  
Administrator, Office of Labor Law Enforcement

**Note:** These rates are promulgated and enforced pursuant to the prevailing wage regulations adopted by the Department of Labor on April 3, 1992. Classifications of workers are determined by the Department of Labor. For assistance in classifying workers, or for a copy of the regulations or classifications, phone 302-761-8200. Non-registered apprentices must be paid the mechanic's rate.

**Project:** FD-15-026 Village Building 3 Dome Replacement, Kent County
**PREVAILING WAGE DEBARMENT LIST**

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Date of Debarment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mullen Brothers, Inc. and Daniel Mullen, individually</td>
<td>3375 Garnett Road, Boothwyn, PA 19060</td>
<td>Indefinite/ Civil Contempt</td>
</tr>
<tr>
<td>State Contractors Corporation, and Jose Oscar Rivera, individually</td>
<td>13004 Hathaway Drive Silver Spring, MD 20906</td>
<td>Indefinite/ 19 Del.C. 2374(f)</td>
</tr>
<tr>
<td>Green Granite and Jason Green, individually</td>
<td>604 Heatherbrooke Court Avondale, PA 19311</td>
<td>Indefinite/ Civil Contempt</td>
</tr>
<tr>
<td>Pro Image Landscaping, Inc. and Owner(s) individually</td>
<td>23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703</td>
<td>Indefinite/19 Del.C. §108 &amp; 10 Del.C. 542(c)</td>
</tr>
<tr>
<td>Liberty Mechanical, LLC and Owner(s), individually</td>
<td>2032 Duncan Road Wilmington, DE 19801</td>
<td>Indefinite/ 19 Del.C. 2374(f)</td>
</tr>
<tr>
<td>Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually</td>
<td>4601 Governor Printz Boulevard Wilmington, DE 19809</td>
<td>Indefinite/19 Del.C. §108 &amp; 10 Del.C. 542(c)</td>
</tr>
</tbody>
</table>

Updated: January 22, 2019
To: DSU Facilities and Planning & Construction  
From: Safety and Risk Management Department  

RE: Procedure and Protocol Notice for placing any DSU Building on Test Mode  

All internal and external contractors are required to do the following procedure when performing a project task in any DSU Building:

• Call DSU Public Safety dispatch center (302-857-7911) and the Local Fire Department (302-736-7168) to notify the respected areas that work will be performed and have the Building to be put on Test.

In accordance with the State of Delaware fire prevention code Title 16, Chapter 66 -Any contractor doing work on DSU Campuses must make contact with the local fire dept. and DSU public safety to inform them that they will be site doing a project. They are also required to inform Public Safety when the project will be started and finished for building testing purposes each day.