Addendum #1

Date: October 26, 2020

Project: State of Delaware – OMB/Division of Facilities Management
LLWJC Escalator No. 2 Modernization

The work herein shall be considered part of the bid documents for the referenced project and carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Acknowledge receipt of addendum on the bid form as indicated.

General:

1. Pre-Bid Meeting Minutes attached.
2. Pre-Bid “Sign-in” Sheet / Attendance attached.
3. Updated Advertisement for Bids
   a. Bid opening time has been changed.
   b. Bids will be accepted until 9:00 AM on Monday, November 9, 2020.
      Bids will be opened and read aloud at 9:45 AM on Monday, November 9, 2020.
4. Updated Bid Form with Subcontractor List with the following trades:
   a. Escalator
   b. Electrical
5. Updated Affidavit of Craft Training Compliance.
6. Updated Instruction to Bidders.

END
Date: October 23, 2020 9:30 AM

Project: State of Delaware – OMB/ Division of Facilities Management
LLWJC – Escalator No. 2 Modernization
Contract No. MC1002000470

The work herein shall be considered part of the bid documents for the referenced project and carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Acknowledge receipt of addendum on the bid form as indicated.

General

1. This is the Pre-Bid Meeting for
   DFM Project No. MC1002000470
   LLWJC – Escalator No. 2 Modernization

2. Attendance at this meeting is a prerequisite for bidding on this contract.

3. Roll Call – Repeat names of all attendees on the call.

4. Sealed bids for OMB/DFM Contract No. MC1002000470 – Escalator No. 2 Modernization will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by either electronic mail or by mail as follows. Bid submissions submitted by electronic mail must be sent to DFM-BID@delaware.gov and a hard copy of the entire submission shall be sent by mail within five (5) business days of the bid submission deadline.

   Sealed bids shall be mailed and addressed to the Division of Facilities Management, Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901. The outer envelope should clearly indicate: “OMB/DFM CONTRACT NO. MC3501000085 – LLWJC ESCALATOR NO. 2 MODERNIZATION – SEALED BID - DO NOT OPEN.”

   Bids will be accepted until 9:00 a.m. local time on Monday, November 9, 2020. Bids will be opened and read aloud at 9:45 a.m. local time on Monday, November 9, 2020. (NOTE THE TIME CHANGE) Bidder bears the risk of late delivery. Any bids received after the stated time whether by mail or electronic mail will be rejected and the mailed bids will be returned unopened. The bid opening will be held through electronic means to comply with the Governor’s State of Emergency. To attend the bid opening, the public may participate by joining the meeting at Webex.com, meeting number 173 709 1940 and password MsbQnhkm334. There will be no in-person meeting.

   Only bids submitted to the “DFM-BID” mailbox or by hard copy to Thomas Collins will be accepted.

   DO NOT request a “notification of receipt” or a “read receipt” because these emails will be blocked by the States security system and diverted to a spam mailbox. Automatic acknowledgement to “read receipt” will not be sent.
DO NOT wait to the last minute to submit via email. Remember that email is not instant.

The “DFM-BID” mailbox is not monitored unless bids are due and the mailbox is not to be used for any purpose other than bid submission.

Bidders will receive an email acknowledgement that documents have been received. DO NOT call the Project Manager or A/E, they do not have access to the “BIDS” mailbox.

5. The deadline for RFIs to StudioJAED is Friday, October 30 at 2:00 pm.

6. RFI and questions are to be submitted via email to Gabriel Cheung at StudioJAED.

   cheungg@studiojaed.com

   All questions will be responded to in an Addendum, which will be provided to all participants on the call.

Pre Bid Agenda

1. Introductions

2. Review Scope
   a. Demolition of existing escalator components and installation of new escalator components in kind.

3. Review Bid Form
   a. Complete forms as presented, do not edit or alter.
   b. Provide all information requested in full or bid will not be accepted.
   c. Acknowledge all addendums as individual items.
   d. Contract time shall indicate full contract time from Notice to Proceed through Closeout.
   e. Affidavit of Craft Training Compliance must be completed with the acceptance of bid.
   f. A bid form hardcopy must be sent to the Tom Collins Building within 5 business days of the bid opening.
   g. List all Sub-contractors and any third tier sub-contractors performing work.
   h. If Contractor is self-performing work, please list as part of sub-contractor list.

4. Review Sub Contractor List
   a. Escalator Contractor
   b. Electrical

5. Review Alternates
   a. None

6. Review Unit Prices
   a. None

7. Review Allowances
a. Allowance No. 1 - $20,000 for general contingencies and repairs. Any remaining balance of which is to be returned to Owner by credit change order at project conclusion.

b. Allowance No. 2 - $3,000 for structural inspection of the existing building structure and escalator truss by structural engineer. Any remaining balance of which is to be returned to Owner by credit change order at project conclusion.

c. Allowance No. 3 - $25,000 for structural work of the existing building structure and/or escalator truss if required by the structural inspection and review. Any remaining balance of which is to be returned to Owner by credit change order at project conclusion.

8. Prevailing Wage Project
   a. 2020 wage rates apply. These are included on the Bid Solicitation Directory and in the Spec Book.

9. Schedule Guidelines
   a. Please be aware of the requirements for scheduling guidelines per the supplemental general conditions.

10. Schedule
    a. Anticipate prompt award after bids are received.

11. Contractor Use of Premises
    a. Construction Operations: Limited to areas noted on drawings.
    b. Arrange use of site and premises to allow:
       1. Owner occupancy
       2. Use of site and premises by the public.
    c. Provide access to and from site as required by law and by Owner:
       1. Emergency building exits during construction: keep all exits required by code open during construction period; provide temporary exits sign if exit routes are temporarily altered.
       2. Do not obstruct roadways, sidewalks, or other public ways without permit.
    d. Existing building spaces may not be used for storage.
    e. Time restrictions:
       1. Limit conduct of especially noisy exterior work to after normal work hours.
    f. Utility outages and shutdown:
       1. Limit disruption of utility services to hours the building is unoccupied.
       2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 day notice to Owner and authorities having jurisdiction.
       3. Prevent accidental disruption of utility services to other facilities.
12. Inspection
   a. The Contractor will engage a third party inspector for the project. Contractor shall coordinate schedule and activities with the inspector as necessary.

13. Permitting
   a. All construction permit submissions and fees shall be by the contractor.

14. Dates and times for site visits will be arranged if requested.

END
Project: Leonard L. Williams Justice Center – Escalator No. 2 Modernization
OMB/DFM State Project No. MC1002000470
SJ Project No.: 19110
Date: October 23, 2020 @ 9:30 AM

PRE-BID
SIGN IN SHEET

REPRESENTATIVE    FIRM / PHONE / FAX / EMAIL

1. Amanda Deutsch Delaware Elevator
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

2. Stacey Bush Amakor, Inc.
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

3. Anise Viering Bancroft Construction
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

4. Charles Coda Kone Elevator
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

5. Joshua Smith Bancroft Construction
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
Project: Leonard L. Williams Justice Center – Escalator No. 2 Modernization
OMB/DFM State Project No. MC1002000470
SJ Project No.: 19110
Date: October 23, 2020 @ 9:30 AM

PRE-BID
SIGN IN SHEET

<table>
<thead>
<tr>
<th>REPRESENTATIVE</th>
<th>FIRM / PHONE / FAX / EMAIL</th>
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<tbody>
<tr>
<td>6. Michael Jacobs</td>
<td>State of Delaware OMB/DFM</td>
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<tr>
<td></td>
<td><a href="mailto:michael.jacobs@delaware.gov">michael.jacobs@delaware.gov</a></td>
</tr>
<tr>
<td>7. Dave Goorland</td>
<td>State of Delaware OMB/DFM</td>
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<tr>
<td>8. Gabriel Cheung</td>
<td>StudioJAED</td>
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<td></td>
<td>302-832-1652</td>
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<td><a href="mailto:cheungg@studiojaed.com">cheungg@studiojaed.com</a></td>
</tr>
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<td>302-744-1163</td>
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<tr>
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<td><a href="mailto:chip.lieber@delaware.gov">chip.lieber@delaware.gov</a></td>
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</table>
ADVERTISEMENT FOR BIDS

Sealed bids for **OMB/DFM Contract No. MC1002000470 – State of Delaware – LLWJC Escalator No. 2 Modernization** will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by either electronic mail or by mail as follows. Bid submissions submitted by electronic mail must be sent to [DFM-BID@delaware.gov](mailto:DFM-BID@delaware.gov) and a hard copy of the entire submission shall be sent by mail within five (5) business days of the bid submission deadline.

Sealed bids shall be mailed and addressed to the Division of Facilities Management, Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901. The outer envelope should clearly indicate: “OMB/DFM CONTRACT NO. MC1002000470 – STATE OF DELAWARE – LLWJC ESCALATOR NO. 2 MODERNIZATION - SEALED BID - DO NOT OPEN.”

Bids will be accepted until **9:00 AM on Monday, November 9, 2020**. Bids will be opened and read aloud at **9:45 AM on Monday, November 9, 2020**. Bidder bears the risk of late delivery. Any bids received after the stated time whether by mail or electronic mail will be rejected and the mailed bids will be returned unopened. The bid opening will be held through electronic means to comply with the Governor’s State of Emergency. To attend the bid opening, the public may participate by joining the meeting at Webex.com, meeting number **173 516 1618** and password **4SEbNw3n3cv**. There will be no in-person meeting.

The project involves the following at the Leonard L. Williams Justice Center located in Wilmington, DE: modernization of escalator No. 2, including demolition of existing escalator components and installation of new escalator components in kind.

A **MANDATORY** Pre-Bid Meeting will be held on **9:30 AM on Friday, October 23, 2020**. In compliance with the Governor’s State of Emergency, the pre-bid meeting will be held by electronics means. There will be no in-person meeting. The public may join the pre-bid meeting at Webex.com, meeting number **173 709 1940** and password **MsbQnhkm334** for the purpose of establishing the list of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Contract documents may be obtained at Reprographics Center, Inc., 298 Churchmans Road, New Castle, DE 19720, phone (302) 328-5019, upon receipt of $75.00 per physical set or $50.00 per electronic set, non-refundable. Checks are to be made payable to “StudioJAED”.

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. The Owner reserves the right to reject any or all bids and to waive any informalities therein.

**END OF SECTION**
Escalator No. 2 Modernization  
Leonard L. Williams Justice Center; 500 N. King Street; Wilmington, DE  19801  
Contract No. MC1002000470

BID FORM

For Bids Due: ___________________________    To:    OMB/ Division of Facilities Management  
540 South DuPont Highway, Suite 1  
Dover, DE 19901

Name of Bidder: ___________________________

Delaware Business License No.:______________________  Taxpayer ID No.: _______________________

(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:

$__________________________

(ALTERNATES)

There are no alternates.

(UNIT PRICES)

There are no unit prices.

(ALLOWANCES)

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

ALLOWANCE No. 1: For general contingencies and repairs, the remaining balance of which is to be returned to owner by credit change order at project conclusion ($20,000).

ALLOWANCE No. 2: For structural inspection and review of the existing building structure and escalator truss by structural engineer, the remaining balance of which is to be returned to owner by credit change order at project conclusion ($3,000).

ALLOWANCE No. 3: For structural work of the existing building structure and/or escalator truss if required by the structural inspection and review, the remaining balance of which is to be returned to owner by credit change order at project conclusion ($25,000).
I/We acknowledge Addendums numbered ______ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for 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.

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

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

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

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

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

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

By ____________________________ 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
Affidavit of Employee Drug Testing Program
Affidavit of Contractor Qualifications
Bid Security
(Others as Required by Project Manuals)
BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list in each category the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder’s listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor’s full name and address (City & State). If the bidder intends to perform any category of work itself, it must list its full name and address. For clarification, if the bidder intends to perform the work themselves, the bidder may not insert “not applicable”, “N/A”, “self” or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, note the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

<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>
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<tr>
<td>1. Escalator</td>
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<td>2. Electrical</td>
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Leonard L. Williams Justice Center
August 31, 2020

Escalator No. 2 Modernization
Leonard L. Williams Justice Center; 500 N. King Street; Wilmington, DE 19801
Contract No. MC1002000470
3.  

A.  

B.  

C.  

4.  

A.  

B.  

C.  

5.  

A.  

B.  

C.  
**BID FORM**

**NON-COLLUSION STATEMENT**

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

We hereby certify that we will abide by the contractor’s qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: __________________________________________

Contractor 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.
AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

The Affidavit of Craft Training Compliance is included on the following page.
AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at https://det.delawareworks.com/apprenticeship/documents/Apprenticeship_Occupation_List_for_29Del6962_Compliance.pdf If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. The Craft Training Compliance Affidavit must be submitted prior to contract execution.

In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
B. The contractor employs 10 or more total employees.
C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

Craft(s) __________________________________________________

Contractor Name: ____________________________________________

Contractor Address: __________________________________________
________________________________________________________________________
________________________________________________________________________

Contractor Program Registration Number(s) __________________________
On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

☐ Craft Training requirements are not applicable because: ________________________________________

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 TO BE CONSIDERED.
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
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 AGENCY: Contracting State Agency as noted on cover sheet.

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

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
1.14 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).

1.15 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.

1.16 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.

1.17 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.

1.18 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.

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

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

1.21 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.

1.22 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.

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

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.

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 BIDDING 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 2 calendar 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 a signed Affidavit for the Bidder 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 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, 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. The bidder must list in each category the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder’s listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor’s full name and address (City & State). If the Bidder intends to perform any category of work itself, it must list its full name and address. For clarification, if the Bidder intends to perform the work themselves, the Bidder may not insert “not applicable”, “N/A”, “self” or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, note the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

4.3.2 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 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor’s qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.
4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

4.5.1 In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
B. The contractor employs 10 or more total employees.
C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.6.1 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."

4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, 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.

4.7.2 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.

4.7.3 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.
4.7.4 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.

4.8 SUBMISSION OF BIDS

4.8.1 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.

4.8.2 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.

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

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

4.8.5 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.

4.9 MODIFICATION OR WITHDRAW OF BIDS

4.9.1 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.

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

4.9.3 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. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. 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 affect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, 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 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 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.

5.4.8 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 an 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.

6.3 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

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.

END OF INSTRUCTIONS TO BIDDERS
AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

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

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

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

The JAED Corporation
2500 Wrangle Hill Road
Suite 110
Bear, DE 19701

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Insert a date or a means to determine the date of substantial completion of the Work.)
| [X] | Not later than ( ) calendar days from the date of commencement of the Work. |
| [ ] | By the following date: |

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ($ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Owner’s Contingencies</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A
ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Owner receives the valid Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:
.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

| Five Percent (5%) |
§ 5.1.7.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

Per Bid Documents

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

One percent (1%) per month not to exceed twelve percent (12%) annum beginning thirty days after the owner receives the valid application for payment.

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ X ] Other (Specify)

Remedies at Law or In Equity

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

| N/A |

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

State of Delaware
John Dunham
501 S. DuPont Highway
Suite 1
Dover, DE 19901
302-744-1185

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)
§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

Per Specifications and all applicable Addendums.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:
1. AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
3. AIA Document A201™–2017, General Conditions of the Contract for Construction
4. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.5 Drawings
See EXHIBIT B List of Drawings

.6 Specifications
See EXHIBIT C Table of Contents

.7 Addenda, if any:

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)
[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

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[ ] Supplementary and other Conditions of the Contract:

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<td>00 81 13</td>
<td>General Requirements</td>
<td></td>
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</tr>
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</table>

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Form submitted by Contractor on ________________

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

OWNER (Signature) ____________________________

(Printed name and title) ____________________________

CONTRACTOR (Signature) ____________________________

(Printed name and title) ____________________________