ADDENDUM to CONTRACT DOCUMENTS

Date: 7.27.2017

To: All Bidders

From: Maureen Rozanski, BSA+A

Copies: Patrick McKenna, State of DE, DFM
       Natalie Curran, State of DE, DFM
       Daniel Episcopo State of DE, DHSS
       Rob Jordan, Furlow Associates, Inc.
       Reprographics Center, Inc.

Project Name: DHSS Hudson Service Center Renovations

Project Number: 16.005

Subject: ADDENDUM 1

NOTICE:
Attention is called to the following item(s), effective as of the date above, which shall be added to, deleted from, or changed in the contract documents dated June 21, 2017 and any previously issued addenda, thereby incorporating these items into the contract documents.

Attach this Addendum to the project manual for this project. Work or materials not specifically mentioned herein are to be as described in the main body of the specifications and as shown on the drawings. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

The following clarification, changes and/or additions shall by this reference be incorporated into the contract documents as though fully set forth therein.
A. GENERAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Pre-Bid Sign-In Sheet</td>
</tr>
<tr>
<td>A-2</td>
<td>Pre-Bid Meeting Minutes</td>
</tr>
<tr>
<td>A-3</td>
<td>RFI Questions will be received in writing only until 2 PM, August 3, 2017 at <a href="mailto:lsoutham@simpers.com">lsoutham@simpers.com</a> or fax 302-658-1125.</td>
</tr>
</tbody>
</table>

B. BIDDER QUESTIONS & CLARIFICATIONS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Clarifications:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1</td>
<td></td>
</tr>
</tbody>
</table>

C. MODIFICATIONS TO DRAWINGS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-1</td>
<td>Existing Electrical Panel Location – (see ESK001 &amp; ESK002 attachments)</td>
</tr>
<tr>
<td>C-2</td>
<td>GC to remove existing tackboards and relocate to second floor - see sketch in attachments</td>
</tr>
<tr>
<td>C-3</td>
<td>GC owns temporary relocation of existing workstation and all temporary power &amp; conduits for data, telephone and security</td>
</tr>
<tr>
<td>C-4</td>
<td>Wall location change in corridor 100A.</td>
</tr>
<tr>
<td>C-5</td>
<td>Door 104 scope of work is limited to Owner’s security vendor; GC responsible to coordinate all work on site.</td>
</tr>
<tr>
<td>C-5</td>
<td>GC to remove existing tackboard and relocate on second floor as shown on A102. (see attachments)</td>
</tr>
</tbody>
</table>

D. MODIFICATIONS TO SPECIFICATIONS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description:</th>
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<tbody>
<tr>
<td>D-1</td>
<td>DELETE: 002113 – Instruction to Bidders in its entirety</td>
</tr>
<tr>
<td></td>
<td>INSERT NEW: 002113 – Instruction to Bidders (see attachments)</td>
</tr>
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</table>

E. ATTACHMENTS

<table>
<thead>
<tr>
<th>Items</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>002113 Instructions to Bidders</td>
<td>07.26.17</td>
</tr>
<tr>
<td>ESK001</td>
<td>07.26.17</td>
</tr>
<tr>
<td>ESK002</td>
<td>07.26.17</td>
</tr>
<tr>
<td>Pre Bid Sign-In Sheet</td>
<td>07.26.17</td>
</tr>
<tr>
<td>Pre Bid Meeting Minutes</td>
<td>07.26.17</td>
</tr>
<tr>
<td>A102</td>
<td>07.28.17</td>
</tr>
</tbody>
</table>

END OF ADDENDUM #1
SECTION 002113 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

1.1 Bidding Documents include the Contract Documents, Invitation to Bid, Instructions to Bidders, the Proposal Forms, Contract, General Conditions of the Contract, Supplementary Conditions, Specifications, Plans, and any Addenda issued prior to receipt of bids.

1.2 All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.

1.3 “Addenda” are written or graphic instruments issued by the Architect/Engineer prior to the receipt of bids which modify or interpret the Bidding Documents, by additions, deletions, clarifications or corrections. Addenda become part of the contract documents upon execution of the agreement.

1.4 The term Work is defined in 1.1.3 of the General Conditions.

1.5 A “Unit of Work” includes all Work covered by the one or more Sections of the specifications listed under that particular Unit of Work in Section 01 11 00 - SUMMARY OF WORK. A Unit of Work is the smallest portion of the Project for which a separate Bid will be accepted by the Construction Manager. The word “Unit” means “Unit of Work” whenever the context clearly implies “Unit of Work”.

1.6 A “Bid” is a complete and properly signed proposal to do one or more Units of Work for the sum stipulated therein.

1.7 A “Bidder” is one who submits a Bid to the Bidding Agency for the Unit or Units of Work indicated therein.

1.8 A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including drawings, which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations to this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.

1.9 General Requirements (or Conditions) apply to entire work of Contract and, where so indicated, to other elements which are included in the project.

1.10 The term “indicated” is a cross reference to details, notes or schedules on the Drawings, to other similar means of recording requirements in the Contract Documents. Where terms such as “shown”, “noted”, “schedule” and “specified” are used in lieu of “indicate,” it is for purpose of helping to locate cross reference and no limitation of location is intended, except as specifically noted.

1.11 Where not otherwise explained, terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted” and “permitted” mean “directed by Construction Manager or Architect”, “requested by Construction Manager or Architect”, etc.

1.12 Where used in conjunction with Construction Manager’s or Architect’s response to submittals,
requests, applications, inquiries, reports and claims by Contractor, the meaning of the term “approved” will be held to limitations of Construction Manager’s and Architect’s responsibilities and duties as specified in General and Supplementary Conditions. In no case will “approval” by Construction Manager or Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.

1.13 The “Project Site” is the space available to Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of project site is shown on the Drawings and may or may not be identical with description of the land upon which project is to be built. The Contractor shall visit the site to verify contract or construction limits.

1.14 Except as otherwise defined in greater detail, term “furnish” is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

1.15 Except as otherwise defined in greater detail, term “install” is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations as applicable in each instance.

1.16 Except as otherwise defined in greater detail, term “provide” means furnish and install, complete and ready for intended use, as applicable in each instance.

1.17 An “Installer” is the entity, person or firm, engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operation. It is a general requirement that such installers be expert in operations they are engaged to perform.

1.18 The duties and obligations of the Contract apply to this Contractor (as defined herein) regardless of similar or identical duties or obligations of other Prime Contractors related to the Project. Therefore, even though other Prime Contractors may have similar, identical or overlapping duties and obligations, each and every duty and obligation set forth in this Contract is enforceable against this Contractor.

2. BIDDER’S REPRESENTATION

2.1 Each Bidder in submitting its bid represents that:

1. It has read and understands the Bidding Documents and its Bid is made in accordance therewith.

2. Contractor has visited the site; familiarized himself with the local conditions under which the work is to be performed; compared the site with drawings and specifications; satisfied himself of the conditions of delivery, handling and storage of materials and all other matters that may be incidental to the Work before submitting his Bid.

3. Its Bid is based upon the materials and equipment described within the Bidding Documents without exceptions.

2.2 EVIDENCE OF REPRESENTATION
1. Submission of a Bid will be considered as evidence of the bidder’s representation. No allowance will subsequently be made to the successful contractor by reason of any error omission on his part, due to his neglect in complying with the requirements of this article.

3. BIDDING DOCUMENTS

3.1 ISSUANCE

1. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.

2. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect nor the Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. The Owner, Architect, and the Construction Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Bidders shall examine the Bidding Documents carefully and shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they may discover. No request for adjustment of Contract Time or Sum shall be permitted with regard to any purported ambiguity, inconsistency or error not promptly noticed to the Construction Manager.

2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Construction Manager to reach him at least seven days prior to the date of receipt of bids.

3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

3.3 SUBSTITUTIONS

1. Refer to Specification Section 01 62 00 - MATERIAL AND EQUIPMENT.

2. Substitution requests must be made at least seven (7) days prior to the receipt of bids.

3.4 ADDENDA

1. Addenda will be e-mailed, mailed, faxed or delivered to each person or firm recorded by the Construction Manager as having received a complete set of the Bidding Documents, and will be available for inspection wherever the Bidding Documents are kept available for that purpose.

2. Sub-Bidders, Suppliers, Manufacturers and others wishing to have Addenda mailed free
of charge directly to them should address a letter to the Construction Manager requesting a listing on the Addenda mailing list for this Project. Such letter must include no other subject matter, must clearly identify this Project by name, and must indicate, line for line, exactly how the name and address is to be typed on the envelope. Phone requests will not be accepted. The Construction Manager will endeavor, but expressly does not promise, to mail Addenda directly to those who have properly requested. Such mailing list is for this one Project only.

3. Addenda issued during the time of bidding shall be listed on Bid form in the space provided. Failure of a Bidder to receive any Addendum shall not release the Bidder from any obligations under his Bid, provided said addendum was sent by email, fax or by U.S. Mail to the address furnished by the bidder for transmittal of mail. Faxed Addenda will be confirmed by U. S. Mail.

4. No Addenda will be issued later than four (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.

4. BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

1. Bids shall be submitted in triplicate upon the proposal form included in these specifications, or upon an exact copy of it.

2. The Bidder shall complete all blank spaces on the Bid form.

3. Where indicated on the Bid form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the written amount shall govern.

4. Any interlineation, alteration or erasure of an entry made in a blank space of the form must be initialed by the signer of the Bid. However, no interlineation, alteration or erasure shall be made in the wording printed on the bid form unless the Bidder is instructed by the Bidding Documents to do so. The Bidders shall add no stipulations or qualifications on the Bid form or accompanying the bid form unless permitted by or instructed by the Bidding Documents to do so.

5. All requested quantities, unit prices and alternates shall be included as part of the bid.

6. All signatures shall be in long hand.

7. The Bidder shall include on the Bid Form, within the Base Bid total costs associated with providing both the Labor and Material Payment and Performance Bonds.

8. The Bidder shall affix his seal to the bid form, if organized as a corporation.

4.2 SUBMISSION OF BIDS

1. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. The
time and location of the bid opening may be extended with a minimum of two (2) calendar days notice to the Bidders. Bids received after the time and date for receipt of Bids will be marked “LATE BID” and returned.

2. The Bid Proposal (3 copies) shall be enclosed in a sealed envelope. The envelope shall be addressed to the Owner, and shall be identified with the Project name, the Bidder’s name and address and the Unit of Work included in the Bid.

3. If the Bidder submits his Bid by mail, he shall enclose the above described sealed envelope in a separate mailing envelope with the notation “BID ENCLOSED’ on the face thereof.

4. Bids shall include a fully executed Bid Bond, Power of Attorney, Non-collusion Statement, Consent of Surety and Subcontractor listing.

4.3 MODIFICATION OR WITHDRAWAL OF BID

1. A Bidder may modify his Bid in writing at any time prior to the time scheduled for receiving Bids, provided such written modification is received by the Construction Manager prior to said time.

2. Unless specifically authorized, faxed bids will not be considered.

3. No Bidder shall modify, withdraw or cancel his Bid or any part thereof for SIXTY (60) days after the time designed for the receipt of Bids, in the Invitation to Bid. Any further extension of the time will be by mutual consent of the Owner and the Contractor.

4. A Bid may be withdrawn up until the time scheduled for receiving the Bids. Such withdrawal shall be in writing.

5. CONSIDERATIONS OF BIDS

5.1 OPENING OF BIDS

1. Bid shall be publicly opened and read aloud.

5.2 REJECTION OF BIDS

1. The Owner, in its sole discretion, shall have the right to reject any or all bids for any reason or for no reason whatsoever.

5.3 ACCEPTANCE OF BIDS

1. The Owner, in its sole discretion, shall have the right to waive any informality or irregularity in any Bid received.

2. The Owner shall have the right to accept Alternates in any order or combination.

6. SUBCONTRACT INFORMATION

6.1 SUBMISSION OF SUBCONTRACTOR LIST
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 payment 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 the contract amount not to exceed $10,000.

2. Upon request of the Contractor, the Bidder shall within seven (7) days of the request submit a list of the other subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) if any, proposed for the various portions of the Work not included in the subcontractors list submitted with the bid.

3. The Bidder will be required to establish to the satisfaction of the Contractor the capability and experience of all proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor’s respective trades.

4. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner must be used on the work for which they were proposed and accepted, and shall not be changed except with the written approval of the Contractor.

7. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of this Contract, the Contractor agrees as follows:

7.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex 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, color, sex 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.

7.2 The Contractor will, in all solicitants 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, color sex, or national origin.

7.3 The term “Contract for public works” means construction, reconstruction, demolition, alteration and repair work and maintenance work paid for, in whole or in part, with public
funds.

7.4 The Secretary of the Department of Labor shall be responsible for the administration of this section and shall adopt such rules and regulations and issue such orders as he deems necessary to achieve the purpose thereof, provided that no requirement established hereby shall be in conflict with subchapter 6904 of this title.

8. **PREVAILING WAGE REQUIREMENT**

8.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed $15,000 and $100,000 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.

8.2 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.

8.3 The Contractor shall pay all mechanics and labors 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.

8.4 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.

8.5 Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every Contractor and Subcontractor performing work upon the site of construction. The Contractor and Subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: 1) Effective June 30, 2007, all Contractors performing work on public work projects are required to furnish sworn payroll records on a weekly basis to the Department of Labor. Specifically, 29 Del. C. § 6960(c) states that “(e)very contract… shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly.” Further, that “(t)he 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.” Lastly, the failure to submit payroll reports shall be subject to a civil penalty of not less than $1,000 nor more than $5,000 for each violation. 29 Del. C. § 6960(e). Sworn payroll information shall consist of a fully completed and notarized report on a form provided upon request by the Department of Labor. See Delaware Prevailing Wage Regulations VII A.2(c); 2) upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department’s copying fee policy. The public shall not be given access to the records at the principal office of the Contractor or Subcontractor; and 3) the certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the
Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

9. PERFORMANCE AND PAYMENT BONDS

9.1 The Contractor shall be required to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder with such sureties secured through the Bidder’s usual sources as may be agreeable to the parties. The Owner, State of Delaware, Department of Facilities Management shall be noted as the obligee.

9.2 The performance and payment bonds shall each be in an amount equal to 100% of the Contract Sum as adjusted from time to time. The Owner, State of Delaware, Department of Facilities Management shall be noted as the obligee.

9.3 TIME OF DELIVERY AND FORM OF BONDS

1. The Bidder shall deliver the required bonds within seven (7) days from receipt of request from the Owner.

2. The performance and payment bonds shall be written in the form found in Section 00 61 13 Performance and Payment Bonds.

3. The required bonds shall be by an authorized agent of the bonding company and shall be accompanied by a certified and current copy of the bonding agent’s Power of Attorney, indicating the monetary limit of such power. The bonding company shall be licensed to operate in the state which the work is to be performed.

10. EXECUTION OF AGREEMENT

10.1 The Agreement will be written on a contract form, stipulated by the Owner, a copy of which is included in the Specifications.

10.2 The Bidder shall, within seven (7) days following its presentation, execute the Agreement and return it to the Owner.

10.3 The Bidder agrees to commence work within seven (7) days of 1) execution of the Agreement, or 2) receipt of a Letter of Intent to execute the Agreement, or other authorization to proceed, if furnished at an earlier date.

10.4 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) 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 re-advertised, as the Agency may decide.

11. GENERAL COMMENTS

11.1 JOINT VENTURE AGREEMENTS

In the event of a mandatory pre-bid meeting, representatives of both Joint Ventures must attend the pre-bid meeting and must be an officer and co-joint venture of the corporations involved.
Each Joint Venture shall be qualified and capable to complete the project with their own forces.

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 Ventures involved.

All required bid bonds, performance bonds, material and labor payment bonds must be executed by both Joint Ventures and be placed in both of their names.

All required insurance certificates shall name both Joint Ventures.

Both Joint Ventures shall sign the bid form and shall submit a valid Delaware Business License Number with their bid or shall state that the process of application for a Delaware Business License has been initiated.

Both Joint Ventures shall include their Federal E. I. Number with the bid.

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

11.2 LICENSE APPLICATION REQUIRED TO BID

A business license application must be initiated prior to or in conjunction with the submission of a bid on competitively bid contracts exceeding $50,000; or in the case of a subcontractor, prior to the submission of a bid by the general contractor. The license application procedure may be initiated by visiting or calling the Division of Revenue.

11.3 BONDING REQUIREMENTS FOR NON-RESIDENT CONTRACTORS

All non-resident contractors are reminded that they must supply a surety or cash bond to the Division of Revenue equal to six percent (6%) of the total of all contracts exceeding $20,000 for construction within this state. For Division of Revenue purposes, cash bonds and bank letters of credit issued by financial institutions will be accepted on all contracts.

11.4 CONTRACT AWARD TO NON-RESIDENT CONTRACTORS

Every architect, or professional engineer or contractor or construction manager engaging in the practice of such profession shall furnish the Department of Finance within 10 days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of the total value of such contract or contracts together with the names and addresses of the contracting parties.

11.5 STATE/CITY LICENSE AND TAX REQUIREMENTS

The 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 State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and subcontract, together with the names and addresses of the contracting parties . . .”
If the project is located within New Castle County, Delaware all Contractors are required to submit a copy of their New Castle County Contractors business license to the Contractor.

If the project is located within the City of Newark, Delaware all contractors are required to submit a copy of their City of Newark Contractors License to the Owner.

11.6 RIGHT TO AUDIT RECORDS

The Owner (contracting agency) 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.

Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of three (3) years from the date of final payment under the Subcontract.

END OF SECTION
<table>
<thead>
<tr>
<th>Name</th>
<th>Representing</th>
<th>Telephone Number</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rob Solloway</td>
<td>Kent</td>
<td>302-658-6469</td>
<td><a href="mailto:est.motor2@kentconstructionco.com">est.motor2@kentconstructionco.com</a></td>
</tr>
<tr>
<td>Rick Perrey</td>
<td>AMAkor Inc.</td>
<td>302-834-9667</td>
<td><a href="mailto:AMAkor@AOL.com">AMAkor@AOL.com</a></td>
</tr>
<tr>
<td>Kevin Onel</td>
<td>Conventional Builders</td>
<td>302-422-2429</td>
<td><a href="mailto:conventionalbuilders@comcast.net">conventionalbuilders@comcast.net</a></td>
</tr>
<tr>
<td>Ross Jordan</td>
<td>Furlow Assoc.</td>
<td>302-798-3515</td>
<td><a href="mailto:RJordan@FurlowAssocites.com">RJordan@FurlowAssocites.com</a></td>
</tr>
<tr>
<td>Patrick McKenna</td>
<td>State DFM cmb</td>
<td>302-900-1061</td>
<td><a href="mailto:Patrick.McKenna@State.De.us">Patrick.McKenna@State.De.us</a></td>
</tr>
<tr>
<td>Bill Booth</td>
<td>Commonwealth Constr Co</td>
<td>302-654-6611</td>
<td><a href="mailto:bbooth@CommonwealthCon.com">bbooth@CommonwealthCon.com</a></td>
</tr>
<tr>
<td>Tony Dega</td>
<td>Delke Builders Inc.</td>
<td>302-791-0243</td>
<td><a href="mailto:leodelke@comcast.net">leodelke@comcast.net</a></td>
</tr>
<tr>
<td>John Rozich</td>
<td>Harboue STONE CONSTRUCTION</td>
<td>610-467-0872</td>
<td><a href="mailto:jrozich@harbouestoneccom.com">jrozich@harbouestoneccom.com</a></td>
</tr>
<tr>
<td>Tony Ventresca</td>
<td>Ventresca Bros. Inc.</td>
<td>302-658-6436</td>
<td><a href="mailto:tony@ventrescabros.com">tony@ventrescabros.com</a></td>
</tr>
<tr>
<td>Larry Bathon</td>
<td>Bathn Builders Inc.</td>
<td>410-598-0800</td>
<td><a href="mailto:abathon@aol.com">abathon@aol.com</a></td>
</tr>
<tr>
<td>Danny Episcopo</td>
<td>DHSS</td>
<td>355-9213</td>
<td><a href="mailto:danny.episcopo@lhs.com">danny.episcopo@lhs.com</a></td>
</tr>
<tr>
<td>Maureen Rozanski</td>
<td>BSA+A</td>
<td>658-5300</td>
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</table>
## MEETING MINUTES - Pre-Bid Meeting

<table>
<thead>
<tr>
<th>Item</th>
<th>Items Discussed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scope of work</td>
</tr>
<tr>
<td>2</td>
<td>Bidding Schedule: Bids due Thursday, August 10, 2017 by 2:00 PM. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.</td>
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<td>3</td>
<td>Bids Addressed to: Patrick McKenna, Department of Facilities Management. Bids due at the following location: 540 South DuPont Highway – Suite 1, Third Floor, Dover, DE 19901. Bids to be marked: <strong>DHSS HUDSON - SEALED BID – DO NOT OPEN</strong></td>
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<td>4</td>
<td>Contractor to provide Construction Schedule.</td>
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<tr>
<td>5</td>
<td>Clarification to Security Scope: As outlined in Specification Section 011000, Pg. 2, 1.6, A.1. GC is responsible to provide power to doors and preparation of doors &amp; frames.</td>
</tr>
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<td>6</td>
<td>Addenda: All questions are to be submitted in writing to Linda Southam, <a href="mailto:lsoutham@simpers.com">lsoutham@simpers.com</a>. All questions must be to BSA+A no later than 2:00 PM, August 3, 2017. Answers will be issued by written addenda (posted to mymarketplace) and sent to each bidder no later than August 4, 2017 at 4:00 PM prior to bid opening.</td>
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<tr>
<td>7</td>
<td>Subcontractor Listing – All categories on Bid form were reviewed and no exceptions were made.</td>
</tr>
<tr>
<td>8</td>
<td>Contractor’s Visits: Area of the building that are affected by this project were available for walk through today and a subsequent date of August 1, 2017 at 9:00 AM; contact person will be Michael Rapposelli.</td>
</tr>
<tr>
<td>9</td>
<td>Drug Testing: Forms as provided in Specification Section 008114 are required to be submitted with bids.</td>
</tr>
<tr>
<td>10</td>
<td>On Site Work Hours: 5:00 PM – 7:00 AM. See Specification Section</td>
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</table>
Waste Removal: GC is responsible to clean up the work areas each day; all areas are occupied spaces throughout the duration of construction.

These minutes are the author's interpretation of the discussion items. Any misrepresentation is unintentional. Additions and corrections shall be submitted to the author in writing within five (5) business days of receipt of these minutes, otherwise the minutes shall stand as written.

Maureen Rozanski
BSA+A
mrozanski@simplers.com
fax: 302.658.1125