

PROJECT MANUAL

BRANCH CHANNEL REVETMENT FORT DUPONT DELAWARE CITY, DELAWARE

PROJECT TEAM

Owner: Fort DuPont Redevelopment and Preservation Corporation
260 Old Elm Avenue
Delaware City, Delaware 19706
Phone: (302) 838-7374

Engineer: Duffield Associates (AKA Verdantas), LLC
5400 Limestone Road
Wilmington, Delaware 19808
Phone: (302) 239-6634 or (410) 399-9777

July 2024

Duffield Associates (Verdantas) Project No. 10801CY

TABLE OF CONTENTS

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

B. DOCUMENTS BOUND HEREWITH

DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS

INTRODUCTORY INFORMATION

00 01 01 – PROJECT TITLE PAGE
00 01 10 – TABLE OF CONTENTS
00 01 15 – LIST OF DRAWING SHEETS

PROCUREMENT REQUIREMENTS

00 11 16 – INVITATION TO BID
00 21 13 – INSTRUCTIONS TO BIDDERS
00 41 13 – BID FORM

CONTRACTING REQUIREMENTS

00 52 13 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
00 62 76 – APPLICATION AND CERTIFICATE FOR PAYMENT
00 72 13 – GENERAL CONDITIONS TO THE CONTRACT
00 73 13 – SUPPLEMENTARY GENERAL CONDITIONS
00 81 13 – GENERAL REQUIREMENTS

APPENDIX

LIQUIDATED DAMAGES CHART
PREVAILING WAGE TABLE – HIGHWAY CONSTRUCTION

END OF SECTION

LIST OF DRAWING SHEETS

FORT DUPONT BRANCH CHANNEL REVETMENT PLANS SHEETS 1-10 (10 sheets), PREPARED BY
DUFFIELD ASSOCIATES, LLC, DATED JANUARY 18, 2024

INVITATION TO BID

BRANCH CHANNEL REVETMENT
FORT DUPONT
DELAWARE CITY, DELAWARE

Sealed bids will be received by the Fort DuPont Redevelopment and Preservation Corporation, 260 Old Elm Ave., Delaware City, DE 19706 until 3:00 p.m. local time on Thursday August 15, 2024. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

The Project includes but is not limited to installation of riprap along the south bank of the Branch Channel at the Fort DuPont Development site in Delaware City, Delaware. The project is funded in part by the State of Delaware, and FEMA and therefore will follow prevailing wage rates.

A virtual Pre-Bid Meeting will be held on Tuesday July 30, 2024, at 10:00 a.m. for the purpose of answering 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.**

Sealed bids shall be addressed to the Fort DuPont Redevelopment and Preservation Corporation, 260 Old Elm Avenue, P.O. Box 521 Delaware City, DE 19706. The outer envelope should clearly indicate: **"BRANCH CHANNEL REVETMENT FORT DUPONT - SEALED BID - DO NOT OPEN."**

Contract documents may be obtained as electronic PDF copies via email transmission.

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. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. 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 DESIGNATED OFFICIAL: The agent authorized to act for the Owner.

1.4 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, 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.

1.5 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.

1.6 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.

1.7 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 Owner and instructions to bidders.

1.8 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.

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

1.10 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.

1.11 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.

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

- 1.13 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).
- 1.14 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.
- 1.15 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.
- 1.16 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.17 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Owner.
- 1.18 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.

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

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

2.2 By submitting a Bid, the Bidder represents that:

- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

- 2.3.1 Joint Ventures are not permitted.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may

now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Owner nor the Engineer 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 Engineer immediately.

3.1.4 The Owner and Engineer 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 Engineer.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Engineer 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.

3.3 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 Engineer 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 Engineer's decision of approval or disapproval shall be final. The Engineer is to notify Owner prior to any approvals.
- 3.3.3 If the Engineer 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 Engineer 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 Engineer 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 3 business 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 Each bidder shall include in their bid a copy of a valid Delaware Business License.'

4.2 EQUALITY OF EMPLOYMENT OPPORTUNITY

4.2.1 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 Owner 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."

4.3 SUBMISSION OF BIDS

- 4.3.1 Enclose the Bid, 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.
- 4.3.2 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.
- 4.3.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

- 4.3.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.3.5 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.
- 4.4 MODIFICATION OR WITHDRAW OF BIDS
- 4.4.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid. A request for withdraw by email, if the Engineer is notified in writing, is acceptable. An email 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.
- 4.4.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.4.3 A Bid may not be modified, withdrawn or canceled by the Bidder. Bids shall be binding until under contract.

ARTICLE 5: CONSIDERATION OF BIDS

- 5.1 OPENING/REJECTION OF BIDS
- 5.1.1 The Owner shall have the right to reject any and all Bids. A Bid not accompanied 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 seven (7) calendar days of the Bid opening.
- 5.2 COMPARISON OF BIDS
- 5.2.1 The Owner 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 Owner or its agent(s), it is in the best interest of the Owner.
- 5.2.2 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.3 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.
- 5.2.4 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 Owner shall determine that each Bidder 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,
- 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 the Owner 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 the Owner determines that a Bidder is nonresponsive and/or non-responsible, 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 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 seventy-five (75) calendar days after the award of the Contract.

5.4.2 The Owner shall award any contract within sixty (60) days of the bid opening to the lowest responsive and responsible Bidder, unless the Owner elects to award on the basis of best value as determined by the Owner.

5.4.3 Each Bid on any Contract must be deemed responsive by the Owner 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 Owner 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, unless specifically waived in the General Requirements, in accordance with the General Requirement, within fifteen (15) days of official notice of contract award.
- 5.4.6 If the successful Bidder fails to execute the required Contract, as aforesaid, within ten (10) 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 Owner 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 Owner may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the Owner 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 Owner to which it is contracting, within 10 days of entering into such contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the Owner within 10 days of being contracted or hired.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Owner, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

ARTICLE 7: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 7.1 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

**BRANCH CHANNEL REVETMENT
FORT DUPONT
DELAWARE CITY, DELAWARE**

BID FORM

For Bids Due: August 15, 2024 AT 3:00 PM **To:** Fort Dupont Redevelopment and
Preservation Corporation
260 Old Elm Avenue
Delaware City, DE 19706

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____
(A copy of a Bidders Delaware Business License must be attached to this form.)

(Other License Nos.): _____

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

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

\$ _____
(\$ _____)

ALTERNATES

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

ALTERNATE No. 1: N/A

UNIT PRICES

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

UNIT PRICE No. 1: R-5 Riprap (incl. fine grading)	\$ _____ /CY
UNIT PRICE No. 2: Clear and grub	\$ _____ /AC
UNIT PRICE No. 3: Turbidity Curtain	\$ _____ /LF
UNIT PRICE No. 4: Super Silt Fence	\$ _____ /LF
UNIT PRICE No. 5: Geotextile	\$ _____ /SY
UNIT PRICE No. 6: Excavation and disposal off site/Import soil and place	\$ _____ /CY

**BRANCH CHANNEL REVETMENT
FORT DUPONT
DELAWARE CITY, DELAWARE**

BID FORM

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.

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 Insurance Certificates, required by the Contract Documents.

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

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ **By:** _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

(As Required by Project Manual)

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

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

APPLICATION AND CERTIFICATE FOR PAYMENT

The application and certificate for payment forms shall be provided by the contractor in an itemized list format with percent complete, total billed and retainage listed and as acceptable to the Engineer and Owner.

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

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

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. N/A
6. N/A
7. N/A
8. TIME
9. PAYMENTS AND COMPLETION

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraph:

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, including all invert elevations.
- 3.11.3 The Contractor shall provide two (2) redline prints or electronic PDF copy of the as-built conditions, to the Owner and one (1) set to the Engineer.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

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

The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

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

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

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

9.3 SUBSTANTIAL COMPLETION

Add the following sentence:

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

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

END OF SUPPLEMENTARY GENERAL CONDITION

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the Owner and/or DelDOT shall take precedence over all other documents.

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY

- 1.2.1 The Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, 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 Owner setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."
3. All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Engineer under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Engineer. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and Engineer's consultants.

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

- 3.1 Schedule of Values: The successful Bidder shall within fourteen (14) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.
- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish,

the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.1.1 Each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the Owner, any officer and/or employee of the Owner, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

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

4.2 RIGHT TO AUDIT RECORDS

4.2.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 The decision of the Owner as to whether a Bidder who lists itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any

nature shall lie against the Owner or its employees or officers because of its decision in this regard.

- 5.1.2 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the Owner.
- 5.1.3 The Owner shall not consent to any substitution of Subcontractors unless the Owner is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.
- 5.1.4 Should a Bidder be awarded a contract, such successful Bidder shall provide to the Owner 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 Owner to which it is contracting, within 10 days of entering into the contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for the contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the Owner within 10 days of being contracted or hired.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Engineer. In all cases, this cost or credit shall be based on the unit price provided if listed on the bid form, or by a mutually agreed upon cost.

ARTICLE 8: TIME

8.1 Time is of the essence. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within 60 days of mobilization time.

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

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

8.4 LIQUIDATED DAMAGES/SUSPENSION

8.4.1 Any Contractor who fails to perform a contract or complete the project within the time schedule established by the Owner in the Invitation To Bid, will be subject to Suspension or liquidated damages for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project.

8.5 RETAINAGE

8.5.1 The Owner will establish a time schedule for the completion of the project upon permit issuance. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Owner may forfeit, at its discretion, all or part of the Contractor's retainage plus liquidated damages as listed herein.

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project.

This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

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

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

9.1.4 Construction is subject to a Grant awarded to the project by the Federal Emergency Management Agency (FEMA). Reporting and documentation of all work shall be provided by the Contractor as requested.

9.2 PARTIAL PAYMENTS

9.2.1 Any Contract executed by the Owner may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the Owner, partial payment may include the values of tested and acceptable materials of a nonperishable or non-contaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

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

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

9.3 SUBSTANTIAL COMPLETION

9.3.1 The Owner will determine the date when the project has been substantially completed.

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

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

9.4 FINAL PAYMENT

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

- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 Copies of all applicable warranties,
- 9.4.1.4 As-built drawings,
- 9.4.1.5 Consent of Surety to final payment.
- 9.4.1.6 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Engineer will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Engineer in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the workplace, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$500,000	for each occurrence
	\$1,000,000	Aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$500,000	for each occurrence
	\$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$500,000	per accident

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

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

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 Field inspection shall be provided as part of USACE and DNREC Permits.

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 WARRANTY

- 13.5.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or

suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect.

ARTICLE 14: TERMINATION OF CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.

END OF GENERAL REQUIREMENT

Subsection 108.09 Schedule of Liquidated Damages.

Schedule of Liquidated Damages

Awarded Contract Value		Daily Charge	
For More Than –	To and Including –	Work Day	Calendar Day
\$ 0	\$ 25,000	\$ 410.00	\$ 290.00
25,000	50,000	420.00	300.00
50,000	100,000	570.00	400.00
100,000	500,000	880.00	630.00
500,000	1,000,000	1,140.00	820.00
1,000,000	2,000,000	1,410.00	1,000.00
2,000,000	5,000,000	1,480.00	1,060.00
5,000,000	10,000,000	1,650.00	1,180.00
10,000,000	15,000,000	2,620.00	1,870.00
15,000,000	20,000,000	4,380.00	3,130.00
20,000,000	25,000,000	6,110.00	4,360.00
25,000,000	30,000,000	7,850.00	5,610.00
30,000,000	35,000,000	9,610.00	6,860.00
35,000,000	Over	11,340.00	8,100.00

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	65.24	65.24	69.05
CARPENTERS	65.85	61.06	49.30
CEMENT FINISHERS	70.64	43.32	44.16
ELECTRICAL LINE WORKERS	35.67	57.63	28.21
ELECTRICIANS	81.62	81.62	81.62
IRON WORKERS	86.81	31.66	33.63
LABORERS	54.96	50.59	49.65
MILLWRIGHTS	21.38	20.75	17.93
PAINTERS	81.29	81.29	81.29
PILEDRIVERS	95.51	31.53	88.62
POWER EQUIPMENT OPERATORS	82.31	52.56	48.15
SHEET METAL WORKERS	30.20	26.96	24.40
TRUCK DRIVERS	51.73	37.48	45.64

CERTIFIED: 3-15-2024

BY: Salina Crossland / An Francis Audzik
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

THESE RATES ARE BEING PROVIDED IN ACCORDANCE WITH DELAWARE'S FREEDOM OF INFORMATION ACT.

THEY ARE NOT INTENDED TO APPLY TO ANY SPECIFIC PROJECT.