

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 41 13

BID FORM

TO:

TOWN OF DEWEY BEACH
105 RODNEY AVENUE
DEWEY BEACH, DELAWARE

NEW DEWEY BEACH TOWN
HALL AND POLICE DEPT.

I have received the construction documents titled New Construction for Dewey Town Hall and Police Department. I have also received Addenda Nos. 1, 2, 3, & 4, and have included their provisions in this Proposal. I have examined both the documents and the site and submit the following bid.

In submitting this bid, I agree:

1. To hold my bid open until 60 days after bids are opened.
2. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish Performance and Labor and Material Payment Bonds in accord with the Supplementary Instructions to AIA Document A701.
3. To accomplish the work in accord with the Contract Documents.
4. To complete the work as certified in writing by the architect within 700 calendar days following receipt of written notice to proceed.

The first phase of construction will take 420 calendar days

The second phase of construction will take 280 calendar days.

The Whayland Company, LLC will construct this project for the lump sum price of:

Twelve Million Six hundred thousand Dollars (\$ 12,600,000.00)

The first phase of construction with **prevailing wage** rate will cost:

Nine Million three hundred fifty thousand Dollars (\$ 9,350,000.00)

The second phase of construction with prevailing wage rate will cost:

Three million two hundred fifty thousand Dollars (\$ 3,250,000.00)

Included within the lump sum price is \$ 145,000.00 for the full payment & performance bond premium in the amount of 100% of the lump sum price stated on this bid form.

I include a copy of my current Delaware Contractor's license, Town of Dewey Contractor License, and other local licenses if applicable, with my bid. Subcontractor's entered into this contract with trades identified by the Delaware Division of Professional Regulation—including but not limited to Electricians, Elevator Mechanics, HVAC, Plumbers, Surveyors, etc.—shall possess professional licenses by the Delaware Division of Professional Regulation.

I include an executed copy of AIA Document A305 "Contractor's Qualification Statement" with my bid.

I include the required Bid Security with my bid.

I include the following DEDUCTIVE ALTERNATES. The Town of Dewey Beach reserves the right to incorporate alternates, in part or in total, it deems to be in its own best interests.

ALTERNATE NO. 1: Omit terrazzo flooring, and substitute with LVT flooring #2.

DEDUCT: \$ 27,000.00

ALTERNATE NO. 2: Omit drywall, furring, acoustical batt insulation for wall types A and B. Embed conduit, power, or other utility within the wall. Finish exposed concrete with primer and paint as specified.

DEDUCT: \$ 88,300.00

ALTERNATE NO. 3: Omit all LVT and Carpet where scheduled, and substitute for sealed and polished concrete.

DEDUCT: \$ 22,000.00

ALTERNATE NO. 4: Substitute standing seam metal roof for fully adhered pvc membrane roof with standing seam profile.

DEDUCT: \$ 170,000.00

ALTERNATE NO. 5: Omit all windows on the third floor. Block and rough-in framing for future window install.

DEDUCT: \$ 48,800.00

ALTERNATE NO. 6: Omit all ceramic tile. Provide rigid vinyl wall protection system up to 48" A.F.F. over painted moisture resistant drywall where scheduled, and provide fully adhered LVT flooring with heat welded seams to prevent moisture intrusion.

~~DEDUCT:~~ ^{ADD} \$ 17,000.00

ALTERNATE NO. 7: Substitute fiberglass doors and frames for hollow metal doors and frames.

DEDUCT: \$ 13,000.00

ALTERNATE NO. 8: Omit elevator # 2. Provide foundation pit, shaft wall at first floor, and floor block outs for second and third for future install. Provide handicap lift to serve between Grade Vestibule to Processing Vestibule with necessary safeguards, calls, and doors.

DEDUCT: \$ 107,000.00

ALTERNATE NO. 9: Omit all ballistic (and fire-rated) exterior glass on first floor and substitute with ballistic and fire-rated glass block with frames and mortar.

DEDUCT: \$ 99,600.00

ALTERNATE NO. 10: The cost to omit prevailing wages from labor for the project from **first phase** of construction.

DEDUCT: \$ 8,600,000.00

ALTERNATE NO. 11: The cost to omit prevailing wages from labor for the project from **second phase** of construction.

DEDUCT: \$ 2,830,000.00

ALTERNATE NO. 12: The cost in savings for construction if phasing was eliminated from the project and both phases (1+2) were constructed all at one time under prevailing wage rate.

DEDUCT: \$ 12,130,000.00

SCHEDULE C- UNIT PRICES BID – CONTINGENT ITEMS

CONTINGENT ITEMS: The following unit prices will be utilized for changes in work from that indicated by the Project Manual, upon authorization of the Engineer.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
C1	Excavation Below Subgrade	-- CY	200	\$6.90	\$1,380.00
C2	Furnish and Place Gravel Bedding	-- CY	100	\$86.25	\$8,625.00
C3	Furnish and Place Special Backfill	-- CY	200	\$32.78	\$6,556.00
C4	Miscellaneous Excavation and Backfill	-- CY	100	\$13.80	\$1,380.00
C5	Furnish and Place Miscellaneous 4,500 psi Concrete	-- CY	100	\$212.75	\$21,275.00
C6	Secure Modified Proctor Tests	-- EA	6	\$230.00	\$1,380.00
C7	Secure Field Density Tests	-- EA	20	\$46.00	\$920.00
C8	Secure Concrete Field Test Cylinders	-- EA	20	\$46.00	\$920.00

SUBCONTRACTORS

Subcontractor's entered into this contract with trades identified by the Delaware Division of Professional Regulation—including but not limited to Electricians, Elevator Mechanics, HVAC, Plumbers, Surveyors, etc.—shall possess professional licenses by the Delaware Division of Professional Regulation. The undersigned BIDDER proposes to use the following named licensed SUBCONTRACTORS:

SITE WORK HCE Site Maintenance

PAVEMENT HCE Site Maintenance

CONCRETE DW Burt

STEEL First State Fabrication

CARPENTRY The Whayland Company, LLC

FRAMING Eastern Shore Building & Drywall

CABINETRY Cabinetry Unlimited

DOORS AND HARDWARE Salisbury Door & Hardware

WINDOWS Walker Laberge

DRYWALL Eastern Shore Building & Drywall

ACOUSTICAL CEILINGS Eastern Shore Building & Drywall

FLOORING East Coast Tile

ROOFING Above All Construction, LLC

HVAC Ralph G. Degliobizzi

ELECTRICAL Diamond Electric

PLUMBING Ralph G. Degliobizzi

FIRE PROTECTION Bear Industries

The following Corporation is chartered in the State of Delaware.

Wendy Blough
Witness

[Signature]
Signature
President
Title

CORPORATE SEAL

The Whayland Company, LLC
Firm Name
100 West 10th Street
Laurel, DE 19956

January 17, 2025
Date

Business Address
2013601100
Delaware Contractor's License #

END OF SECTION

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects,
AIA® Document A310™ (2010 Edition)

Bond No. B 1326839

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

**The Whyland Company LLC
100 West 10th St
Laurel, DE 19956**

SURETY:

(Name, legal status and principal place of business)

**Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890**

OWNER:

(Name, legal status and address)

**Town of Dewey Beach
105 Rodney Avenue
Dewey Beach, DE 19971**

BOND AMOUNT: 10 % Percent of the Total Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

**New three story 25,635 GSF Town Hall, Police Department, and EMS Quarters in
Dewey Beach, Delaware**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of January, 2025

Wendy Blough
(Witness)

Victoria Bradford
(Witness)

The Whyland Company LLC
(Contractor as Principal) *(Seal)*
President
(Title)

Selective Insurance Company of America
(Surety) *(Seal)*
Shawn Weinman
(Title) **Shawn Weinman, Attorney-in-Fact**

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Shawn Weinman

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$15,000,000.00

Signed this 8th day of January, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines

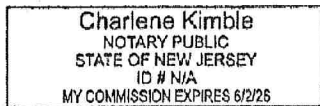


STATE OF NEW JERSEY :

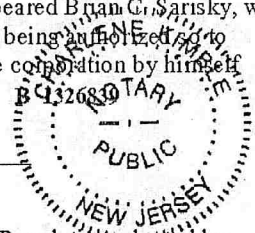
:ss. Branchville

COUNTY OF SUSSEX :

On this 8th day of January, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 8th day of January, 2025.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

TOWN OF DEWEY BEACH

Phone: (302)227-6363
Fax: (302)227-8319

License Id: 24-01688 **Issued Date:** 09/04/24
Effective Date: 05/01/24 **Expiration Date:** 04/30/25
License Type: OUT OF TOWN LARGE BUSINESS



Business Name: THE WHAYLAND COMPANY LLC

Mailing Location: 100 W 10TH ST

THE WHAYLAND COMPANY LLC
VANESSA JONES
100 W 10TH ST
LAUREL, DE 19956

2024

Summary of Services:

Description
OUT OF TOWN LARGE

Dewey Beach Address
,

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

License Id: 24-01688 **Issued Date:** 09/04/24
Effective Date: 05/01/24 **Expiration Date:** 04/30/25
License Type: OUT OF TOWN LARGE BUSINESS

2024

Business Name: THE WHAYLAND COMPANY LLC

Mailing Location: 100 W 10TH ST

THE WHAYLAND COMPANY LLC
VANESSA JONES
100 W 10TH ST
LAUREL, DE 19956

FILE COPY

Dewey Beach Address
,

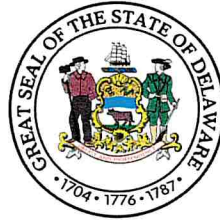
Summary of Services

Description
OUT OF TOWN LARGE

Certificate Number:

DE-2022-000007106

Valid for both Private and Public Work



Registration Date:

11/21/2022

Expiration Date:

11/21/2025

State of Delaware

Department of Labor

Office of Contractor Registration

Delaware Contractor Registration Act

Pursuant to 82 Del. Laws, c. 291, § 2; §3604. Registration required [Effective upon fulfillment of 82 Del. Laws, c. 168, § 6, as amended by 82 Del. Laws, c. 291, § 2] of the Contractor Registration Act. This certificate is required under this chapter before performing construction services or maintenance.

WHAYLAND COMPANY LLC THE

Valid for both Private and Public Work

Responsible Representative(s)

Steve Hentschel

Non Transferable

*This Certificate may not be transferred or assigned
and may be suspended or revoked by the
Secretary of the Delaware Department of Labor*

Karryl D. Hubbard

Secretary of the Delaware Department of Labor

STATE OF DELAWARE

Department of Finance Division of Revenue

ACTIVE BUSINESS LICENSE
2013601100

EFFECTIVE

01/01/2023 - 12/31/2025

ISSUED TO

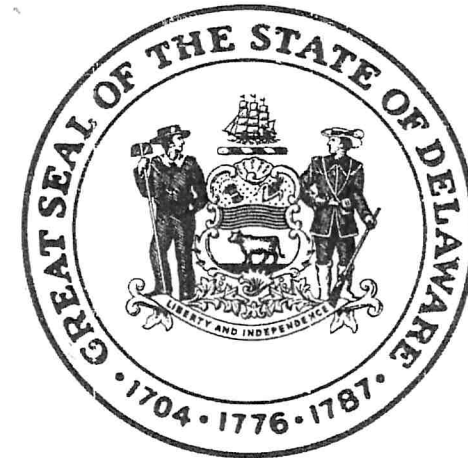
WHAYLAND COMPANY LLC THE
100 W 10TH ST
LAUREL DE 19956-1904

LOCATION

WHAYLAND COMPANY LLC THE
100 W 10TH ST
LAUREL, DE 19956-1904

**TRADE, BUSINESS, OR
PROFESSIONAL ACTIVITY**

RESIDENT CONTRACTOR



2025

ISSUED: 12/28/2022
FEE PAID: \$225.00

Is hereby licensed to practice, conduct, or engage in the occupation or business activity indicated above in accordance with the license application duly filed pursuant to Title 30, Delaware Code.

POST CONSPICUOUSLY - NOT TRANSFERABLE



RECEIVED JAN 03 2023