

**Addendum No. 1**

**Christina School District  
Eden Support Center  
925 Bear-Corbitt Road  
Bear, Delaware 19701**

**For the**

**Computer Room  
HVAC Renovations**

**At**

**Eden Support Center**

**Contract No. CSD-2012-04**

**Project No. 11.069**

**September 4, 2012**

**Attached is one (1) copy of Addendum No. 1 for each set of bidding documents in your possession. No specifications, Drawings or bid will be considered complete without this Addendum No. 1**

ADDENDUM NO. 1

A. GENERAL

- Pre-bid Attendance Sign-in Sheet

B. CHANGES TO SPECIFICATIONS:

Bid Form

- Add Bid Form, Liquidated Damages, Subcontractors List, Payment Bond, and Performance Bond.

C. BIDDERS QUESTIONS AND CLARIFICATIONS:

- Noted to all that work will be completed during normal business hours.
- Noted to all that the project is a Mechanical Prime project.
- Noted that bids are due September 20, 2012 in the Eden Support Center Conference Room at 2:00 pm.
- Nick Vacirca of the Christina School District noted the completion date is scheduled for November 1, 2012.
- A survey will be scheduled for September 9, 2012 at 9:00 am to allow the bidding contractors access to the site.
- A question was asked: What is the height of the wall that will fill the proscenium opening. This will be addressed in Addendum #2.
- A question was asked: Are the double doors of the existing wall to be reused? The doors will be reused in the new wall. Location of doors will be coordinated with the installation of the mechanical equipment.
- A question was asked: Is a railing required along the front of the stage? Nick Vacirca noted the School District will take care of the railing.
- A question was asked: Are the stage strip lights to be removed or retained by district? The drawing indicated complete removal. Nick Vacirca of the School District will review if the District wants to retain. This will be addressed in Addendum #2.
- A question was asked: Is there a need to provide a refrigerant monitoring system? No. The code does not consider this space as a refrigeration machinery room.
- A question was asked: How will the units enter the building? Will be addressed in addendum #2.

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- A question was asked: What type of control is there for these units? Controls are described in Section 230900 as an extension of the existing Johnson Control system. The sequence of operation is shown in paragraph 2.5, same section.
- A question was asked: The units indicate 4000cfm how will they shut down since there is no duct work to add duct smoke detectors? All three units are located within the space they serve and are under control of fire alarm system devices shown on the electrical drawings, and as described in Section 230900, paragraph 2.5, articles G and H.
- A question was asked: Replacement of the asphalt along the route of the new electric service? Nick Vacirca noted replace with asphalt in areas of excavation. Sketches will be issued in Addendum #2.
- Note to all that there will be an allowance for a generator to power the two electric panels to keep the data center operational during construction of the electric service change over. All agreed that \$5,000 is acceptable.
- A question was asked: How much are the Utility Company fees for the new Service? There will be a \$5,000 allowance for Utility Company fees for the new Service.
- A question was asked: Will a monitoring system of the refrigerant system be required?
- Last day of questions will be Tuesday September 18th, 2012, no later than 1:00 pm, to provide time to issue the last Addendum.

Attachments: Pre-Bid Meeting Attendance  
Bid Form  
Liquidated Damages  
Bid Form – Subcontractors List  
Payment Bond  
Performance Bond

SIGN - IN SHEET.

EDEN SWAMP PROJECT

DRAWINGS REQUIRED	NAME	COMPANY	CONTACT
YES	1. Bill Slusser Ken Vandegrift	Furlow Associates C+D	bslusser@furlow ASSOCIATES.COM KVANDegrift.CO@VCA20
NO	WAYNE DOMESYS	DELGOLLO ELECT.	WAYNE@DELGOLLO.COM.
YES	John McGirk	Merit Mechanical	JMcGirk@MeritMech.Co
YES	Stanley Griffiths	Worth and Company	SGriffiths@WorthandCompany
NO	Mike Willis	AA-Duckett INC.	mwillis@AADuckett.COM
NO	Geeg Hughes	Omega Service	gahughes@omegaservice
YES	BILL MICHELINIE	BCI	bmichelini@bci-online.com
YES	JOE SHUB	FLO MECH.	JOES@FLOMECHANICAL.COM
YES	FRED FISHER	FIRST STATE ELECTRIC	fredf@firststateelectric
	Patrick Mullin	Robert Mullin HVAC	<del>pmullinhvac@gmail.com</del> robert Mullin HVAC@gmail.com

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**BID FORM**

**For Bids Due:** Thursday, September 20, 2012 @ 2:00 pm **To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Delaware Business License No.:** \_\_\_\_\_ **Taxpayer ID No.:** \_\_\_\_\_

**(Other License Nos.):**

**Phone No.:** (        ) \_\_\_\_\_ - \_\_\_\_\_ **Fax No.:** (        ) \_\_\_\_\_ - \_\_\_\_\_

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

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 \_\_\_\_\_ days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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 44 calendar days of the Notice to Proceed.

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**Liquidated Damages**

The Contractor agrees to pay liquidated damages of the sum of \$250/day for each calendar day the project is not completed within 44 days after notice to proceed.

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

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

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

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

(State of Corporation)

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
( Authorized Signature )

( *SEAL* ) \_\_\_\_\_  
( Title )

Date: \_\_\_\_\_

**ATTACHMENTS:**

- Sub-Contractor List
- Payment Bond
- Performance Bond

**Christina School District**  
**Eden Support Center – Computer Room HVAC Renovations**  
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**BID FORM**

**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)G Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*; it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

<b><u>Subcontractor Category</u></b>	<b><u>Subcontractor</u></b>	<b><u>Address (City &amp; State)</u></b>
1. Electrical		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

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

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**Surety** hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.



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

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

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

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

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

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

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

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title: