

# Addendum #1

Date: June 10, 2014  
Project: Wynder Towers Kitchenette & Bathroom Renovations  
Contract: PC-2014-009-WYNKITCH

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

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## **REVISED DATES:**

1. Final Date for Addendums shall be revised to Wednesday, June 11, 2014.
2. **The bid due date shall be revised to Friday, June 13, 2014 at 3:00PM, EST**, public bid opening will occur immediately following, at the location indicated in the invitation to bid. No late bids will be considered. At the bid opening, only the base bid and alternates will be read out loud. A request can be submitted in writing to receive additional information.
3. Contractor Selection Date shall be revised to June 20, 2014.
4. Anticipated Start of Construction Date shall remain June 30, 2014 (subject to change).
5. Construction schedule:
  - a. Anticipated Start of Construction Date – June 30<sup>th</sup>, 2014.
  - b. Construction Intermission – August 2<sup>nd</sup>, 2014 – December 12<sup>th</sup>, 2014.
  - c. Substantial Completion Date – January 2<sup>nd</sup>, 2015.

## **Clarifications:**

1. As indicated in the front end of the specifications, Liquidated damages are in place for this contract. This condition is in place to safeguard the University from unfortunate experiences that have occurred in the past. The completion date will be based upon the start date and the completion date indicated on the schedule, which shall be submitted as part of the bid. Any delays during construction, which can be substantiated with reasonable written documentation, which are beyond the control of the general contractor and his sub-contractors or materials suppliers, shall extend the completion date accordingly.
2. All manufacturers indicated are a basis of design and approved equals shall also be acceptable. Color selections for finishes and materials are to be determined by owner during shop drawing submittal process.
3. All appliances that are located in the kitchen on the 6<sup>th</sup> floor will not be replaced as part of this project.

4. Replacing the existing window sill in the kitchen with solid surface is to be included as a part of the base bid.
5. Painting scope is limited the common rooms within the suites, bathrooms, and the 6<sup>th</sup> floor kitchen area, as indicated in the bid documents.
6. No work will be conducted in the bedrooms.
7. The existing popcorn ceiling in the 6<sup>th</sup> floor kitchen is to be painted over.
8. All existing cove base within the project scope is to be replaced.
9. There are summer activities that will occur in this building, although occupants will not be present during normal working hours. Each floor will be completed one at a time starting on the 6<sup>th</sup> floor. Each floor will be inspected/punch listed as it is completed.
10. A schedule shall be submitted with the bid form indicating planned working days, hours, etc. needed to complete the project per the schedule.

**Changes to Specifications:**

1. The bid form has been revised to include Alternate #1 Furnish and install laminate cabinets in lieu of wood cabinets. **See attached.**

**General Information:**

1. Pre-Bid Sign-in Sheet: Please see attached sheet for a list of the attendees at the mandatory pre-bid.
2. Pre-Bid Meeting Minutes: Please see above. These are now integral to the bidding documents.

**General Information:**

1. **Question:** How long will it take the owner to move once the floor above is complete? The lead time for shop drawings and cabinet deliveries will be @ 3 -5 weeks. This lead time would make the Substantial Completion date of August 1<sup>st</sup> close if not probable. **Answer:** Relocation efforts will occur in the evening, once work has been accepted for a particular floor. Refer to the revised construction schedule for more information.
2. **Question:** The cabinets on this project are specified to be as manufactured by Kraftmaid. I've been told that in order to meet the schedule. Would it be acceptable to go with custom made cabinets? **Answer:** The product listed is a basis of design and approved equals shall also be acceptable.

END

DSU Wynder Towers Kitchenette & Bathroom Renovations  
 Pre-Bid Meeting Sign-in  
 June 5, 2014, 2pm

Name	Company	Email Address	Phone Number	Fax Number
J.D. Bartlett	DSU	-	-	-
Natalie Glasco	DSU	-	-	-
Jamie Boone	All State Electrical	Jamie@ases1.com	302-389-8936	302-389-8937
John Gavin	BATTAGLIA MECHANICAL	kgavin@battag.com	302-218-2219	
Rod Baynard	Villa Brook	baynard45@gmail.com	302-377-2478	
Troy Johnson	Norman Johnson Builders	Tdjmac@comcast.net	302 697 2264	302 697-2264
James Burgess	Elite Construction	James@buildelite.com	(302) 399-3974	302 883-3397
Frank Weatherstein	Handyman of Fenwick	Frank248@verizon.net	443 617-7889	443 617-7889
Bobby Wilson	church design	churchdesignbuilder@gmail.com	302 233-6463	
Joe Mendaviet	RBCI	Rpetersen@RBCI.biz	410-763-9681	410-763-9687
Gary Place	Taylor Kline	GARY.PLACE@TAYLORKLINE.com	302-328-8306	302-328-1403





### Wynder Towers Kitchenette & Bathroom Renovations

Contract: PC-2014-009-WYNKITCH

Pre-bid Meeting Minutes

June 10, 2014

Meeting Location: Delaware State University  
Wynder Towers  
Mandatory Pre-bid Meeting  
June 5, 2014 2:00PM

Meeting Attendees:

(Refer to attached Sign-In Sheet)

1. **Attendee Sign-In:**
  - a. Sign-in sheet was circulated. All attendees signed in. Sign-in sheet will be provided to each plan holder via Addendum #1.
2. **Responsible Parties:**
  - a. DSU: Jessica Wilson, Bidding Point of Contact
  - b. DSU: Natalie Glasco, Construction Project Manager
  - c. DSU: J.D. Bartlett, Director of Planning and Construction
3. **Explanation of the project:**
  - a. As outlined in the Bid Advertisement. All documents can be obtained through the state bidding system at [http://www.bids.delaware.gov/bids\\_detail.asp?i=2557&DOT=N](http://www.bids.delaware.gov/bids_detail.asp?i=2557&DOT=N). Please contact Jessica Wilson at [jwilson@desu.edu](mailto:jwilson@desu.edu) with any questions or concerns with obtaining bid documents.
  - b. Environmental Remediation – All environmental remediation will completed by the University.
  - c. Construction Schedule:
    1. Anticipated Start of Construction Date – June 30<sup>th</sup>, 2014.
    2. Construction Intermission – August 2<sup>nd</sup>, 2014 – December 12<sup>th</sup>, 2014.
    3. Substantial Completion Date – January 2<sup>nd</sup>, 2015.
4. **Project Requirements:**
  - a. This project shall comply with all applicable State bid laws including, but is not limited to requirements for Bid Bonds and Performance Bonds.



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1200 N. DuPont Highway  
Dover, Delaware 19901-2277

- b. The State of Delaware Prevailing Wage Rates apply to this project. Refer to the project manual for further information.
5. **Bid Form Review:**
  - a. Bid form was reviewed.
  - b. It is essential that bid be submitted in its entirety including required forms & attachments, as indicated in the specifications. Submitted bid shall be lump sum. Submitted bid shall include pricing for each alternate.
  - c. Subcontractors List section of the bid form shall not be left blank for any reason. Noncompliance may result in a rejection of submitted bid. If bidding contractor is doing the work in the place of a subcontractor, indicate accordingly on said form. The following subcontractor categories have been established and shall be reflected in each bid:
    1. Demolition
    2. HVAC
    3. Carpentry
    4. Electrical
    5. Plumbing
    6. Painting
6. **Bid Submission:**
  - a. Bids will be accepted until **Friday, June 13<sup>th</sup>, 2014 3:00pm**, at the Administration Building in Room 321 of the Delaware State University, Dover Campus. Bids will be publically opened and read immediately.
7. **Document Interpretations or Questions:**
  - a. All bidding related questions should be submitted in writing to Jessica Wilson. Questions, answers to questions, and clarifications will be provided via addendum.
  - b. Submit all requests and questions, in writing via email, no later than **Monday, June 9<sup>th</sup>, 2014, 4:00pm, EST.**
8. **Addenda**
  - a. The final addendum will be issued on, or before, **Wednesday, June 11<sup>th</sup>, 2014.**
9. **Question and Answers**
  - a. **Question:** Can a Corian color be specified that is currently in production?  
**Answer:** Basis of design for solid surface countertop shall be Corian Antarctica.
  - b. **Question:** Would it be acceptable to go with custom made cabinets?  
**Answer:** Refer to addendum #1, related to alternative manufacturer's.
  - c. **Question:** Will the bathrooms be brought up to meet ADA standards?  
**Answer:** The scope of work for this project shall be limited to the scope indicated in the documents.



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- d. **Question:** Are there liquidated damages for this project?  
**Answer:** Yes. Refer to specifications and clarification in addendum #1 for further information.
- e. **Question:** Who is responsible for obtaining permits?  
**Answer:** As indicated in the specifications, the contractor is responsible for obtaining any and all required permits.
- f. **Question:** Are sprinkler heads being replaced?  
**Answer:** The sprinkler heads are NOT being replaced as a part of this project.
- g. **Question:** Are the sinks under mounted?  
**Answer:** Yes, the sinks are under mounted as indicated on the documents.
- h. **Question:** Will there be an allowance to replace VCT added to the bid form?  
**Answer:** Contractor is responsible for protecting adjacent construction, and will be responsible for ensuring acceptable repairs are completed to remediate any damages caused as a result of the construction activities, including but not limited to patching, and finishes.

These notes represent the author's understanding of the issues discussed. Please contact the author with any discrepancies no later than three calendar days after receipt of these minutes. Otherwise, the contents of these minutes will be deemed accepted by all recipients.

/ng

Enclosure(s):

cc: All Attendees

DSU File



**BID FORM**  
**DSU Wynder Towers Kitchenette & Bathroom Renovations**  
**Contract: PC-2014-009-WYNKITCH**  
**Date: June 13, 2014**  
**Time: 3:00 pm**

SUBMITTED BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: Delaware State University  
Administration Bldg,  
Purchasing, Room 321  
1200 N. DuPont Highway  
Dover, DE 19901-2277

Attn: Jessica Wilson,  
Director of Purchasing

We, contractor's company name, shall furnish all labor, materials, equipment, tools, facilities, supplies, and services and do all things necessary for the above referenced contract, in accordance with Delaware State University's Site Conditions, General Conditions and as further described herein.

**A. PRICES (Note: project is subject to prevailing wages)**

1. Our lump sum price for the foregoing is \$\_\_\_\_\_ (Figures).

• \_\_\_\_\_ (Written Out).

2. Alternates: Alternate prices conform to applicable project specification section. Refer to the drawing specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossing out the part that does not apply.

**a. Alternate #1: Furnish and install laminate cabinets in lieu of wood cabinets.**

Net - ADD / DEDUCT

• \_\_\_\_\_ (Figures).

• \_\_\_\_\_ (Written Out).

**b. Alternate #2:**

Net - ADD / DEDUCT

• \_\_\_\_\_ (Figures).

• \_\_\_\_\_ (Written Out).

3. At DSU's option, changes or additional work to the contract scope, which are requested, directed or agreed to by DSU, may be handled on the following basis:

a. Lump Sum - For which we will provide complete documentation, including, but not limited to, estimate sheets reflecting the cost of labor, material, equipment, taxes, insurance, permits, overhead, and profit to support our proposal.

b. Unit Price - The following unit prices for work complete in place include all costs incidental thereto and when multiplied by the actual quantities of work performed, will determine our compensation for unit price work:

c. Time-and-Material - For which we will be reimbursed for the following items only:

(1) Labor - To be supported by time sheets signed by both our and DSU's site representatives, and billed in accordance with the attached schedule(s) of all-inclusive rates covering:

(a) Straight-time or premium-time wages, fringe benefits, subsistence and/or travel allowances, in accordance with applicable labor agreements or Contractor's established policies, for direct and indirect field labor up to and including the level of hourly-paid General Foreman.

(b) Taxes including, without limitation, Federal and State Unemployment taxes, and FICA taxes.

- (c) Insurance including, without limitation, Workers' Compensation, Employer's Liability, Commercial General Liability Insurance, and Automotive Insurance.
  - (d) Overhead to cover all other costs not otherwise reimbursed including, but not limited to:
    - small tools (small tools shall be those costing less than \$2,500 new)
    - consumable supplies (including welding rod, gases, fuel, etc.) unless otherwise agreed in writing by DSU.
    - field office expenses, including, without limitation, telephone service, utilities and travel expenses
    - home office management and overhead
    - field administration and supervision above the level of General Foreman
  - (e) Profit.
- (2) Construction Equipment and Large Tools (large tools shall be those costing \$2,500.00 or more new).
- (a) Owned by Contractor: At rates shown on the attached list of rental rates dated \_\_\_\_\_. Notwithstanding any provisions on said list, the rates include all fuel, lubricants, maintenance, and standby costs. Charges shall be based only on actual hours of operation.
  - (b) Rented from a Third Party: At actual cost including applicable tax plus \_\_\_\_% of such actual costs and supported by invoices. Rental of construction equipment and large tools shall be approved in advance by DSU.
  - (c) Materials at actual costs, including applicable tax plus \_\_\_\_ % of such actual cost for materials purchased by Contractor and supported by invoices. Consumable supplies are not reimbursable under this item.
  - (d) Subcontracts at actual cost, determined in the above manner and supported by invoices plus \_\_\_\_ % of such actual cost. We will submit schedule(s) of labor billing rates, rental rates, and mark-up for materials for each subcontractor within \_\_\_\_\_ working days following submission of this proposal.
- (3) Retainage will be withheld in the amount of 10% until all final punch-list items are completed.

## B. PROPOSED SUBSTITUTION OF MATERIAL AND EQUIPMENT

All material and equipment included in our lump sum price is in accordance with the specifications issued with DSU's Invitation to Bid. We submit below our proposed substitutions which we consider equal to those specified and include (1) sufficient descriptions to allow comparison, and (2) the effect the substitutions would have on our lump sum price and schedule if our proposed substitutions are accepted by DSU.

Specified Material	Proposed Equal Material	Effect on our Proposal
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. WORK SCHEDULE

1. We understand that DSU’s schedule is defined below. By submitting a Bid, we agree to meet this schedule unless otherwise noted. Our proposed detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule.

- Contractor will begin work via Notice to Proceed or Official Purchase Order by **June 30, 2014**.(subject to change)

Our proposed (**attached**) detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule. *The project schedule is a very important part of a complete bid and not submitting a viable schedule will be a justifiable reason to reject the bid.*

We can begin work \_\_\_\_\_ calendar days after notification of award and will require \_\_\_\_\_ calendar days thereafter to complete the work. Work on the project will begin \_\_\_\_\_ calendar days after Letter of Intent.

- **Anticipated Start of Construction Date – June 30th, 2014.**
- **Construction Intermission – August 2nd, 2014 – December 12th, 2014.**
- **Substantial Completion Date – January 2nd, 2015.**

2. Work Hours

Work during “regular hours” at this site is being performed on a single shift, eight hours per day, 7:30 AM to 4:30 PM, and five days per week, Monday through Friday. To meet the schedule established on the basis of Item 1 above, our proposed work hours will be \_\_\_\_ hours per day, \_\_\_\_ AM to \_\_\_\_ PM, and \_\_\_\_ days per week, \_\_\_\_\_ through \_\_\_\_\_ the cost of which is reflected in our lump sum price. Our lump sum price also includes any mandatory off-hours work required per special conditions.

D. SITE SUPERVISOR

We propose to use \_\_\_\_\_ as our site supervisor. A resume of his/her qualifications is **attached**.

We understand that DSU reserves the right to interview him/her prior to contract award/prior to start of work and to reject him/her if not considered acceptable. If rejected, we will propose alternate personnel for the position who will be subject to the same review and acceptance procedure, at no increase in our lump sum proposal.

We also understand DSU reserves the right to reject our bid if we are unable to provide a site supervisor acceptable to DSU within thirty (30) calendar days after submission of this bid.

**E. SUBCONTRACTORS**

The following subcontractor trades and their subcontractors are intended to be used on this contract.

<b>Subcontracted Trade</b>	<b>Subcontractor Name</b>	<b>Address</b>	<b>MBE</b>
<i>(Example) ABC's</i>	<i>XYZ Contractor</i>	<i>123 Fairytale Drive, Dover, DE 19901</i>	<i>Yes/No</i>
Demolition			
HVAC			
Carpentry			
Electrical			
Plumbing			
Painting			

**F. REMARKS**

1. We have received the following Addenda:

<b>Addendum Number &amp; Description</b>	<b>Date</b>
1.	
2	
3	
4	

2. In accepting a contract with DSU, we agree that a description of the work performed will not be used for publicity purposes.
3. We have read the General Conditions and accept all provisions contained therein.
4. Our Bid Price is firm based on contract award within **ninety (90)** calendar days of the date of submittal of this bid.
5. We have reviewed the safety requirements specified or referenced in the General Conditions, the Site Conditions, and Scope of Work for the Project and are familiar with federal, state, and local safety regulations (including the Occupational Safety and Health Act). We hereby affirm our commitment to perform the work safely and in compliance with all contractual safety regulations and requirements.

6. Our proposal is based on the bid documents, including any Addenda, and the written information contained therein, and any "Remarks" or "Clarifications" noted herein or attached hereto. We understand that we will not be compensated at a later date for claimed additional costs based on oral information received during the bid period, but which is not identified in our proposal and subsequently accepted in writing by DSU.

7. Remarks or Clarifications:

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**Signature Required**

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Contractor's License Number(s) Applicable State/City*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Phone*

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
\_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_, to be paid to the **State** for the  
use and benefit of \_\_\_\_\_ (*insert State agency name*) for which  
payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors,  
administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded  
**Principal** who has submitted to the \_\_\_\_\_ (*insert State agency name*)  
*name*) a certain proposal to enter into this contract for the furnishing of certain material and/or services  
within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and  
execute this Contract as may be required by the terms of this Contract and approved by the \_\_\_\_\_  
\_\_\_\_\_ (*insert State agency name*) this Contract to be entered into  
within twenty days after the date of official notice of the award thereof in accordance with the terms of  
said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord  
two thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED, AND DELIVERED IN THE  
Presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title