

DOCUMENT 009113 - ADDENDA

1.1 PROJECT INFORMATION

- A. Project Name: Delaware Technical Community College Stanton Campus Courtyard Renovation.
- B. Owner: Delaware Technical Community College.
- C. Architect: Tevebaugh Associates
- D. Architect Project Number: #14422.
- E. Date of Addendum: **December 7, 2015**

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is **CHANGED** by this Addendum.
  - 1. Bid Date: **December 16, 2015 at 3 pm in the same location room A116.**

1.3 ATTACHMENTS

- A. This Addendum includes the following attached Documents and Specification Sections:
  - 1. None.
- B. This Addendum includes the following Clarifications:
  - 1. None

1.4 REVISIONS TO PREVIOUS ADDENDA

- 1. None

1.5 REVISIONS TO DIVISION 00 PROCUREMENT REQUIREMENTS AND CONTRACTING REQUIREMENTS

A. Document **00 4113 Bid Form Single Prime** (reissued).

1. Delete and Replace with attached.

B. Document General Instruction to Bidders.

1. Delete and Replace with attached.

1.6 REVISIONS TO DIVISION 01 GENERAL REQUIREMENTS

A. Document 01 2300 Alternates

1. Delete and Replace with attached.

1.7 REVISIONS TO DIVISIONS 02 - 49 SPECIFICATION SECTIONS

A. None.

1.8 REVISIONS TO DRAWING SHEETS

A. None.

END OF DOCUMENT 00 9113

DOCUMENT 00411 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Stanton Campus Courtyard Renovation
- C. Project Location: 400 Stanton Christiana Road, Newark, DE 19713.
- D. Owner: Delaware Technical Community College, One Corporate Commons, 100 West Commons Blvd, Suite 100, New Castle, DE 19720.
- E. Architect: Tevebaugh Associates Two Mill Road, Suite 210, Wilmington, DE 19806
- F. Architect Project Number: 14422.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Tevebaugh Associates and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - A. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - B. The above amount may be modified by amounts indicated by the Bidder on the attached Document 01 2200 "Unit Prices" and Document 01 2300 "Alternates."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
  - A. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 UNIT PRICES

1. Unit Price 1: Provide 1 (5'-6" bolder )  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. Unit Price 2: Repointing (100 sq ft)  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
3. Unit Price 3: One day extension of Time  
\_\_\_\_\_ Dollars \$\_\_\_\_\_).

1.5 ALTERNATES

- A1. Furniture 1. Deduct  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- A2. Furniture 2. Deduct  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- B1. Painting 1. Deduct  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- C1. Not Used
- D1. Masonry Cleaning 1. Deduct  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- E1. Blue Stone Pavers 1. Deduct  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- F1. Canopy 1. Deduct  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- G1. Not Used
- H1. Structured Cellular translucent polycarbonate Deduct.  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

1.6 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully be completed by May 20<sup>th</sup> 2016.

1.7 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
  - A. Addendum No. 1, dated \_\_\_\_\_.
  - B. Addendum No. 2, dated \_\_\_\_\_.
  - C. Addendum No. 3, dated \_\_\_\_\_.
  - D. Addendum No. 4, dated \_\_\_\_\_.
  - E. Addendum No. 5, dated \_\_\_\_\_.

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in New Castle Delaware and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2015.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. Witness By: \_\_\_\_\_ (Handwritten signature).
- G. Attest: \_\_\_\_\_ (Handwritten signature).
- H. By: \_\_\_\_\_ (Type or print name).
- I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).
- J. Street Address: \_\_\_\_\_.
- K. City, State, Zip: \_\_\_\_\_.
- L. Phone: \_\_\_\_\_.
- M. License No.: \_\_\_\_\_.
- N. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here).

Delaware Technical Community College Stanton Campus Courtyard Renovation

Architect Project Number #14422

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b 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.**

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax payer ID #or Delaware Business lic. #
1. Demolition	_____	_____	_____
2. Site Work	_____	_____	_____
3. Concrete	_____	_____	_____
4. Plumbing	_____	_____	_____
5. Electrical	_____	_____	_____
6. Painting	_____	_____	_____
7. Landscaping	_____	_____	_____
8. Masonry	_____	_____	_____
9. Structural Steel	_____	_____	_____

END OF DOCUMENT 00 4113

## GENERAL INSTRUCTIONS TO BIDDERS

### A. REQUIRED DOCUMENTS

1. Bidders shall submit with their Bid three copies of the following documents. Failure to submit this information may be cause for rejection of the Bid.
  - a) Form of Proposal completed with all required information.
  - b) Bid Bond or Certified Check.
  - c) Non-Collusion Affidavit.

### B. BIDDER'S RESPONSIBILITY

1. Each bidder shall familiarize himself with all of the attached forms, General Instructions to Bidders, General Conditions, Supplementary General Conditions, Special Conditions, Specifications of all trades, Drawings of all trades, Bulletins, Addenda to the Specifications, and other documents pertinent to the work, as he/she will be held responsible to fully comply therewith.
2. The bidders shall visit the site of the work before submitting his bid, and shall examine all physical conditions, which might be, material to the performance of the work. The submission of a bid represents that the bidder has taken into consideration, in the establishment of the contract price, all existing conditions that will affect the work of the contract.

### C. BIDDERS NOTE

1. Bids containing any omissions, unexplained erasures or alterations or items or conditions not called for in the specifications or Proposal Forms (bid forms) may be rejected as being unresponsive and/or incomplete.
2. Failure to comply with the foregoing instructions may result in rejection of the entire bid or any items or parts thereof.

### D. PERMITS

1. Bidders shall, without expense to the Owner, be responsible for completing all applications and forms for obtaining all necessary licenses and permits and for complying with all applicable Federal, State and local laws, codes and regulations in connection with the prosecution of the work. The Permit Fees, licenses fees and all other shall be borne by the contractor(s).

### E. WEATHER FLOAT DAYS

1. The total number of project weather float days shall be considered part of the project as follows:
  - a. December 6 days
  - b. January 12 days
  - c. February 10 days
  - d. March 5 days
  - e. April 5 days
  - f. May 4 days
2. The above days are for Delaware monthly anticipated adverse weather days and are based on a seven calendar day week.
3. Adverse weather is defined as daily precipitation equal to or exceeding 0.25 inches and or maximum daily temperature not exceeding 32 degrees as recorded at the Wilmington Airport.

F. ASBESTOS STATEMENT

1. In the event a contractor by virtue of his work for the Owner discovers asbestos, the contractor must immediately notify the Owner and perform no further work in connection with the asbestos. The Owner will remove the asbestos then the contractor may resume operations under the contract.

G. PERFORMANCE AND QUALITY OF WORK

1. Work performed shall be in strict accordance with these General Conditions and the technical specifications that follow.
2. All materials unless otherwise specified shall be new and free from any defects.
3. All work shall be performed by competent worker and executed in a neat and workmanlike manner providing a thorough and complete installation. Work shall be properly protected during transportation, including the shielding of soft or fragile materials. At completion the delivery site shall be thoroughly cleaned and all tools, equipment, obstructions, or debris present as a result of this work shall be removed by the contractor from the premises.
4. Damage to existing surfaces or equipment caused by the transportation or delivery shall be the responsibility of the contractor. Repairs or replacement shall be performed in a timely manner at the Contractor's expense.

H. DAMAGE TO PROPERTY

1. Should any direct or indirect damage be done to any public or private property of any kind or to any structure, materials, equipment or fixtures, resulting from any act or omission on the part of any of the Contractors, his Subcontractors or employees or agents, the Contractor shall, at his/her own cost and expense, restore the same equal to its condition before the said damage was done by repairing, replacing, rebuilding as may be required by the Owner, or shall make good such damage in a manner satisfactory to the Owner, the Architect, or the Owner of the damaged property.

I. CLEAN-UP

1. The Contractor shall at his/her own cost and expense, shall remove all debris from the site to the satisfaction of the Owner and Architect. The work areas shall be kept free of debris by removing waste products/ materials on a daily basis. The General contractor shall be responsible to maintain the sites appearance within all construction areas. Maintain grass and weed from becoming overgrown during the construction phase.

J. STRUCTURES, MATERIALS, ETC., ON THE SITE

1. All materials, trees, equipment and structures of any kind now on the site that do not interfere with the performance of the work required hereunder shall be left in place, and shall remain the property of the Owner unless otherwise specified. All live, healthy trees, shrubs, etc., not specified to be removed and not interfering with the removal or installation of new work required hereunder, shall be protected against damage as directed.

K. WARRANTY

1. Supplementing any specific guarantee or warranties provided for in any other provision of this contract for the work to be performed hereunder; each Contractor covenants and agrees to remedy without cost to the Owner, any defect which may develop within two (2) years from the date of completion and acceptance of the work performed under this contract, or damage which may be caused by such defects, provided such defects, in the judgment of the Owner, are caused by inferior materials and workmanship. The warranty period shall commence on the date of substantial completion or in absence thereof the date of approval by the Architect of the contractor's final application and certificate for payment.

L. OPERATIONS AND STORAGE AREAS

1. All operations of the Contractor (including storage of materials) shall be confined to areas authorized or approved by the Owner. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of material shall be made upon area not so authorized or approved. The Contractor responsible shall be liable for any and all damage caused by him to such area.

M. SCAFFOLDS, LADDERS, RUNS AND HOISTS

1. The Contractor shall construct and maintain such temporary scaffolds, ladders, runs, hoists, centering, shoring, and other facilities as required to perform the work under his contract as well as to provide access to their work for the oversight benefit of the Owner, Architect, & Engineer.

N. GENERAL SCOPE OF WORK

1. It is the intent and purpose of these specifications and the accompanying drawings to cover and include all materials, machinery, apparatus, delivery, taxes, and labor necessary to properly install, equip, adjust, and put into perfect function the respective portions of the installation specified and to so interconnect the various items and sections of the work (new and existing) as to form a complete and properly finished whole system.
2. Any equipment, accessories, materials, apparatus, machinery and items not mentioned in detail, and labor not hereinafter specifically mentioned or inferred, which may be found necessary in the opinion of the Architect, to complete or perfect any portion of an installation, shall be furnished without extra cost to the Owner by the Contractor. The drawings and specifications indicate the general constituents of an assembly or system and may not indicate all components necessary to complete an assembly or system. The contractor is responsible to provide complete assemblies and/or systems without additional cost to the Owner.

O. SAFE WORK ENVIROMENT

1. Statement of Purpose.

It is the intent of Delaware Technical Community College to provide a safe work environment for all individuals either directly or indirectly involved in all renovation and construction projects. This includes alcohol-free and drug-free job sites.

2. Prohibition.

Possession, distribution, and/or use of alcohol or alcoholic beverages on Owner property are prohibited. Possession, distribution, and/or use of any other drug or controlled substance, except under and in accordance with the institution of a licensed physician, is prohibited. Additionally and notwithstanding the forgoing, no individual shall be permitted on Owner property while under the influence of alcohol, other drug(s), and/or controlled substance(s).

P. SAFETY DURING CONSTRUCTION

1. The Contractor shall enforce suitable rules and provide the required guards, and protective devices for the safe prosecution of the work and for the safety and health of the men employed in it and the public in general, both inside and outside the limit of Contract. The Contractors are responsible for compliance with the Federal Occupational Safety and Health Act of 1970.
2. The Prime Contractor and all Subcontractors shall immediately report all accidents, injuries, or health hazards to the Owner and Architect, or their designated representatives, in writing.

Q. INSURANCE

1. Contractor's Liability Insurance

- A. The Contractor shall purchase and maintain throughout the period of the contract such insurance as will protect it from claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone whose acts it may be liable for. **All insurance provided herein shall be written in the names of the Contractor, Owner and Architect, as their respective interests may appear.**
- B. Claims for damages for personal injury and wrongful death, as well as property damage, which may arise from operations under this Contract, in an amount of not less than \$1,000,000 for injuries an/or wrongful death to any one person and subject to the same limit for each person in an aggregate amount of not less than \$3,000,000 on account of one occurrence, and not less than \$500,000 for property damage from any one occurrence subject to aggregate property damage coverage of \$1,000,000.
- C. If there is a possibility of special hazards existing in the work contemplated, these shall be covered by rider(s) to the policy or policies required hereby or by separate policies of insurance. One such possible hazard is blasting, for which \$1,000,000 protection shall be provided.
- D. The Contract shall require all subcontractors to obtain the same type and coverages of insurance required of it.

2. Automobile and Truck Insurance

- A. Automobile and truck insurance protecting the Contractor in an amount not less than One Million Dollars (\$1,000,000) for personal injuries and/or wrongful death to any one person and subject to same limit for each person, in an amount of not less than Two Million Dollars (\$2,000,000) on

account of one occurrence; and property damage insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000).

3. Worker's Compensation

- A. The Contractors shall accept, insofar as the work covered by this Contract is concerned, the provisions of the Worker's Compensation Act and shall insure its liability thereunder, and it shall save the Owner harmless from all claims for Worker's Compensation which may be made by any of the employees of the Contractors or by any one of the employees of any subcontractors to whom the Contractors may have let the performance of any part of the work embraced by this Contract.

4. Fire Insurance with Extended Coverage

- A. The Contractors shall purchase and maintain throughout the period of the contract insurance on all work and materials included in the contract against loss or damage by fire and lightning and those perils covered by extended endorsement including windstorm, in the names of the Contractor and Owner, as their respective interests may appear. The said fire and lightning insurance shall be carried under the standard builder's risk insurance stating an amount of insurance which shall not be less than the value of all insurable work and materials covered by the completed work.
- B. The entire care and responsibility of the work of each Contractor during the course of construction and all risk damage to construction work, due to perils required to be covered by said insurance, as well as to any other hazards (including vandalism and malicious mischief) which might result in damage to the construction work or loss to the Owner or Contractor shall rest with the contractor concerned and its surety. The Contractors shall provide insurance as required, but its failure to do so or its failure to collect proceeds of insurance in case of fire or other casualty shall in no wise relieve it from responsibility of completing its portion of the work in accordance with its contract and the plans and specifications applicable thereto. Rebuilding, replacement or repair after any loss shall be promptly performed by the Contractor without awaiting collection of the proceeds of insurance or determination of the distribution thereof.
- C. Time for Furnishing Insurance
  - 1. The Contractors shall not commence any work until all required insurance has been obtained, nor until insurance has been approved by Owner as to companies, amount, coverage and form; and the Contractor shall not permit any subcontractor to commence work on any subcontract until such insurance has been so obtained. Insurance shall be submitted at same time as signed contracts and in same number of copies.

5. Proof of Insurance

- A. The Contractors shall, when he/she executes the contract, deliver to the Owner proper evidence of coverages of the required insurance. Certificates will be acceptable proof of public liability, property damage and Worker's compensation insurance. The Contractor shall furnish to the Owner, the original fire insurance policy (with extended coverage) and memorandum copy thereof. The original copy shall be retained by the Owner until final completion and acceptance of the Contractor's Work after which it will be returned to the Contractor for cancellation. Renewal policy and one renewal endorsement shall be delivered by the Contractor to the Owner at least thirty (30) days before any expiration of original or subsequent policies during progress of the work and until final completion.

- B. All policies shall be issued by insurance companies authorized to conduct such business in Pennsylvania and shall be acceptable to the Owner.
  - C. The Contractors shall not cause any of the foregoing policies to be canceled, or permit them to lapse; insurance policies or certificates evidencing said policies must contain endorsement that policy cannot be canceled or amended. No payments will be made to a Contractor unless all insurance is in force in accordance with the requirements of the Contract Documents.
  - D. All certificates and memorandum copies for each type of insurance shall show the names of the Insured, the Architect and Owner as their respective interests may appear.
6. Loss of Use Insurance
- A. The Owner, at its option, may purchase and maintain such insurance as will insure him against loss of use of its property due to fire or other hazards, however caused.

## SECTION 01 2300

### ALTERNATES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

##### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

##### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. **Furniture** *(Only 1 Item below may be selected as an alternate)*

1. Owner to purchase and install Furnishings specified on sheet LA5.01.  
**Deduct** from Base Bid \$ \_\_\_\_\_

**OR**

2. Owner to purchase GC to install Furnishing specified on Sheet LA5.01  
**Deduct** from Base Bid \$ \_\_\_\_\_

B. **Painting**

1. Delete from scope of work painting of existing metal panel walls, storefront walls, storefront doors, and roof penthouse as noted on construction documents. Acceptance of alternate includes elimination of the following specification sections: 09 9113 Exterior Painting.

**Deduct** from Base Bid \$ \_\_\_\_\_

C. **Not Used**

D. **Masonry Cleaning**

1. Delete from scope of work cleaning of existing brick masonry and precast concrete elements noted on construction documents. Acceptance of alternate includes elimination of the following specification sections: 04 0120 maintenance of Unit Masonry.

**Deduct** from Base Bid \$ \_\_\_\_\_

E. **Blue Stone Pavers**

1. All location where Blue Stone Pavers are called for remove from scope and replace with poured in place concrete in accordance with requirements in the following specification sections: 03 3000 Cast-In-Place.

**Deduct** from Base Bid \$ \_\_\_\_\_

F. **Canopy**

1. Delete from scope of work all elements associated with the canopy noted on construction documents with the exception of the footings and connections. Acceptance of alternate includes elimination of the following specification sections: 08 4513 Structured Polycarbonate Panel Assemblies.

**Deduct** from Base Bid \$ \_\_\_\_\_

G. Not Used

- H. Structured Cellular translucent polycarbonate
1. Remove the monolithic roof sheet and replace with the Structured Cellular translucent polycarbonate sheets per section 08 4513.

**Deduct** from Base Bid \$\_\_\_\_\_

END OF SECTION