

NOTICE: Attach this addendum to the project manual for this project. It modifies and becomes a part of the contract documents. Work or materials not specifically mentioned herein are to be described in the main body of the specifications and as shown on the drawings. Bidders shall acknowledge receipt of this addendum on the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

**The date of the bid opening is extended to Tuesday, January 20<sup>th</sup>. The time of day and location of the bid opening remain the same.**

Whenever this Addendum modifies a portion of the Project Manual added information is shown in **Bold/Italicized** and deleted information is shown as ~~strikethrough~~.

The contract documents for the above referenced project are amended as follows:

**CLARIFICATIONS**

1. All bids shall be prepared from complete Bid Documents, Drawings and Project Manual, dated December 29, 2014, procured through EDiS Company on or after December 31, 2014, and modified by subsequently issued addenda.
2. Electronic files will be available to Contractor according to the following terms, and the release included in the Project Manual (see below). Associated fee for requested files is the responsibility of the Contractor.
  1. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be made available by Architect for Contractor's use in preparing submittals, upon specific request of the Contractor.
    - a. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
      - i. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
      - ii. Digital Drawing Software Program: The Contract Drawings are available in native Autodesk Revit 2014 (Architectural and Structural), which can be converted to DWG, and AutoCAD DWG (Civil, Mechanical, Plumbing, and Electrical).
      - iii. Contractor shall execute a data licensing agreement(s) in the form of Agreement included in Project Manual.
      - iv. Charges for digital data files shall be as described in the data licensing agreement, and shall be the responsibility of the Contractor.
        1. Charge: As listed in media release.
      - v. Contractor shall follow the prescribed Digital Data File request procedure.
        1. Contractor shall inform Architect that digital data files will be requested, including information required for Architect to complete data licensing agreement.
          - a. Name of Contractor.
          - b. Name and title of Contractor's agent who will sign form.
          - c. Email address and name of person to receive digital data files.
          - d. File format.

- e. List of drawings for which digital data files are being requested.
2. Architect will provide data licensing agreement(s) to Contractor and indicate charges.
3. Contractor shall sign data licensing agreement(s) and return to Architect along with payment for charges.
4. Upon receipt of signed agreement(s) and payment for charges, Architect will convert files and send to Contractor through project website.

3. Submittals and RFIs shall be processed electronically. Finishes will be reviewed as physical submittals and shall also have electronic approval sheets. Refer to Division 01, Section 013300 "Submittal Procedures" for additional information.

4. Contractor shall conduct and keep record of background checks for all employees and Subcontractor employees who are onsite, and shall make records available to Construction Manager and Owner upon request. Refer to Section 013500.

5. References in Specifications to items solely for use at Phillip C. Showell Elementary (also noted P.S.E and PSE), refer to a separate project and are not part of the Work.

### **CHANGES TO PROJECT MANUAL**

1. Section 004100 BID FORMS
  - a. REPLACE this section in its entirety.
2. Section 013216 CONSTRUCTION SCHEDULE
  - a. INSERT attached Pre-Bid Construction Schedule, page 1.
3. Section 013300 Submittal Procedures
  - a. ADD form "Release for use of Digital Media" to end of section.
4. Section 042000 Unit Masonry
  - a. Delete paragraph 2.4.B.1.c and 2.4.B.1.c.1).
5. Section 055000 Metal Fabrications
  - a. REMOVE the following paragraphs: 1.2.A.4, 2.7 and all subparagraphs, and 3.3 and all subparagraphs.

### **CHANGES TO DRAWINGS**

1. ADD Drawing A104 – CASEWORK AND FINISH PLAN, TOILET PLANS, FINISH SCHEDULE AND FINISH LEGEND.

### **QUESTIONS/ANSWERS**

Q: Section 011100 assigns the responsibility of weekly CCR reports to the Sitework Contractor. How many weeks of CCR reporting should this Contractor include?

A: The Sitework Contractor shall include the submission of CCR reports for the duration of the project.

- Q: Drawing C-101 states "SCHOOL CROSSING SIGNAL TO BE RELOCATED." Which contract is this work assigned to?  
A: Contract A-04, Electrical.
- Q: Drawing C-101 states "LIGHT POLE TO BE RELOCATED." Which contract is this work assigned to?  
A: Contract A-04, Electrical.
- Q: Have the Drawings been submitted to Del Dot to see if a permit is required? If a permit is required, can there be an allowance for this cost?  
A: Drawings have been submitted to Del Dot and a permit is required. The Owner will obtain and pay for the permit.
- Q: Please let us know what the schedule will be for this job.  
A: Refer to the Pre-Bid Construction Schedule included in this addendum.
- Q: Drawing P100 Restroom A142 and A141 shows the sanitary to the existing water closets for floor mounted. The plumbing schedule calls for wall hung water closets. Please clarify the existing water closets are wall hung.  
A: Per existing drawings, existing water closets are floor mounted. Provide new ADA compliant floor mounted water closets; Kohler model K-4368 or approved equal.
- Q: The mechanical scope of work calls for coordination drawings. With the small amount of piping and ductwork on this job will they still be required?  
A: Coordination drawings are not required on this project.
- Q: Drawing P001 plumbing fixture schedule, note #6 refers to sanitary and vent riser. Please issue riser diagram.  
A: Since scope of work is replacement/relocation of fixtures, a sanitary/vent riser was not issued. Refer to Drawing note #3 referencing a new 1-1/4" vent connection from existing 2" vent main to serve the new lavatories; approximate length of 1-1/4" vent pipe to be 10'-0". Existing circuit vents serving gang toilets are to remain in service.
- Q: L-2A lavatory, will this fixture require a floor mounted carrier?  
A: The lavatory will require a floor mounted carrier.
- Q: Drawing P001 plumbing fixture schedule calls for water closet carrier. When you scale the chase that the carrier will be installed in, it's less than a foot. A water closet carrier requires a minimum of 16 inches. Please clarify.  
A: Water closet to be floor mounted. Wall carrier not required.
- Q: Drawing A104 is missing from the plans.  
A: Drawing A104 is attached to this addendum.
- Q: Termite control specifications are needed.  
A: Refer to section 312000 for termite control.
- Q: Demo Drawing AD101 shows wall demolition in rooms A141 and A142. What type of wall is this – block or metal stud?  
A: Partitions in rooms A141 and A142 shown to be demolished on AD101 are CMU.
- Q: Are the louvers part of Contract A-02, Carpentry & General Work, or Contract A-03, Mechanical?

A: Contract A-03, Mechanical.

Q: Which contractor shall supply the smartboards?

A: Smartboards are provided by the Owner.

**ATTACHMENTS**

Release for use of Digital Media, undated  
Section 004100 Bid Form and Subcontractor Lists  
Pre-Bid Construction Schedule  
Pre-Bid Sign In Sheet  
Drawing A104

**END OF ADDENDUM NO. 1**



ARCHITECTURE  
PLANNING

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

**Project Name:** Selbyville Middle School Classroom Additions

**Project Location:** Selbyville, Delaware

**Project Number:** 2013157.04

## **Release for use of Digital Media**

Revised to include Building Information Modeling

Pursuant to your request, the Digital Media being provided is forwarded in accordance with the following terms.

### Definitions:

- a. The Work: the instrument of professional services of the Firm including but not limited to the design drawings, sketches, renderings, photographs, models, specifications.
- b. Digital Media: the electronic, electromagnetic and/or optical storage media, (i.e. physical media) on which the Work is stored.
- c. Digital Information: the information stored on Digital Media or sent via an electronic exchange method (email and FTP) known as the Work of the contracted design professional, Becker Morgan Group, Inc. and their consultants, herein after referred to as the Firm.
- d. Digital Documents: the collective Digital Information that constitutes equivalent physical documents or Work of the Firm. Digital Documents may include one or more electronic files produced by Computer Aided Design (CAD) software applications.

### Terms:

1. In accepting and utilizing Digital Information on any form of Digital Media generated and provided by the Firm, the Recipient covenants and agrees that all such Digital Information are instruments of service of the Firm prepared solely for use in connection with the single project for which they were prepared, who shall be deemed the author of the Digital Information, and shall retain all common law, statutory law and other rights, including copyrights.
2. The Digital Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Digital Documents do not replace or supplement the printed copies of the Drawings and Specifications that are, and remain, the Contract Documents for the Project.
3. The Digital Information is provided only as a design record prior to construction and for reference to the Recipient. The information in no way shall be used for "as-built" or record purposes.
4. The Recipient agrees not to use this Digital Information, in whole or in part for any purpose or project other than the specific project for which the Recipient and the Firm have a prior Professional Services Agreement. It is further understood and agreed that only printed copies of the Instruments of Services shall be signed and sealed by Architect or its sub-consultants in accordance with the laws of the state in which the project is built.
5. The Work cannot be distributed, altered, reused, sold, leased, printed, plotted, or duplicated without the expressed written consent of the Firm.

6. For Shop Drawings - Where the Recipient has received specific permission to use the Digital Documents in connection with Recipient's obligation to prepare certain documents for the Project, Recipient shall, in addition to the other obligations set forth herein, be obligated to remove Architect's or Architect's Consultant's title block from the copy of the Digital Documents used by Recipient. It is understood and agreed that the Digital Documents are not to be used by any contractor or any of its subcontractors of any tier or any material supplier or vendor as a shop drawing or any other type of submittal or as the basis for preparing such shop drawing or submittal. The sole exception to this prohibition shall be that the Recipient may use the Digital Documents as backgrounds upon which to prepare its shop drawing or other submittal when it is specifically permitted in technical section of project specification. When these digital documents are used as backgrounds in the preparation of shop drawings or other submittals, the Recipient agrees to confirm the accuracy of the digital documents before using them, Recipient agrees to accept all responsibility for any errors or inaccuracies and to release the Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
7. Under no circumstances shall transfer of the Digital Information for use by the Recipient be deemed a sale by the Firm. The parties agree that the Digital Documents are not, nor shall they be construed to be, a product. The Firm makes no warranties, either express or implied, of the Digital Media or the Digital Information as to merchantability or fitness for any particular purpose the Recipient may need.
8. The Digital Information submitted by the Firm to the Recipient is submitted for an acceptance period of sixty days. Any defects the Recipient discovers during this period shall be reported to the Firm and may be corrected as part of the Firm's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.
9. The Digital Information is not guaranteed as to accuracy and completeness of all dimensions and details. Information contained in the signed and sealed printed documents should be deemed to be correct and superior to digital information.
10. The Digital Information is not guaranteed as to compatibility, in so far as incompatibilities may be present now or in the future with the Recipient's computers, storage devices, software, and output systems.
11. The Digital Media on which the Digital Information is provided cannot be guaranteed as to its durability, completeness or usability, in so far as instabilities may be present in the Digital Media, and in the transferring, archiving, recording or translating systems now and in the future. The Firm is not liable in any way for the perpetuation of this Digital Information on released digital media or on digital media retained by the Firm for its archives. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
12. Provision of the Information to the Recipient in no way limits the Firm to the further use of the Digital Information for the Firm's benefit.
13. Recipient agrees to waive any and all claims and liability against Architect and its sub-consultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of Documents in Digital Format. The Recipient agrees, to the fullest extent permitted by law, to indemnify and hold the Firm harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Firm or from any reuse of the Digital Information without the prior written consent of the Firm. Recipient further agrees to indemnify and save harmless the Owner, Architect and its sub-consultants and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorney's fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of this Agreement for the Delivery of Documents in Digital Format; or 2) a defect, error or omission in the Digital Documents or the information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.



**Contract A-1: Sitework**

BID FORM

For Bids Due: \_\_\_\_\_ To: Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

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

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

(Other License Nos.): \_\_\_\_\_

**(A copy of Bidder's Delaware Business License must be attached to this form.)**

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:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

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: Description

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_ )

UNIT

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

	<u>BULK</u>		<u>TRENCH</u>	
	<u>Add</u>	<u>Deduct</u>	<u>Add</u>	<u>Deduct</u>

1.

**Indian River School District  
Referendum 2013  
Selbyville Middle School**

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NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (60) 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.

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: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

**Indian River School District  
Referendum 2013  
Selbyville Middle School**

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ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Delaware Business License  
(Others as Required by Project Manuals)

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.**

<u>Subcontractor Category</u>	<u>Subcontractor</u> <b><u>Subcontractors tax payer ID #</u></b> <b><u>or Delaware Business license #</u></b>	<u>Address (City &amp; State)</u> _____
1. Sitework	_____	_____

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date \_\_\_\_\_.

All the terms and conditions of A-1, Sitework have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**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 \_\_\_\_\_ Indian River School District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or percent not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to be paid to the \_\_\_\_\_ Indian River School District for the use and benefit of the \_\_\_\_\_ Indian River School District 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 bounden Principal who has submitted to the \_\_\_\_\_ Indian River School District 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 \_\_\_\_\_ Indian River School District 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
Witness _____	_____ Name of Surety
	_____ Title

CONSENT OF SURETY

DATE \_\_\_\_\_

To: Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

Gentlemen:

We, the \_\_\_\_\_

\_\_\_\_\_  
(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

END OF SECTION

**Contract A-2: Carpentry & General Work**

BID FORM

For Bids Due: \_\_\_\_\_ To: Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

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

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

(Other License Nos.): \_\_\_\_\_

**(A copy of Bidder's Delaware Business License must be attached to this form.)**

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:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_)

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: Description

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

UNIT

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

BULK

TRENCH

Indian River School District  
Referendum 2013  
Selbyville Middle School

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Add                      Deduct                      Add                      Deduct

1.

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (60) 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.

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: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Delaware Business License  
(Others as Required by Project Manuals)

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.**

<u>Subcontractor Category</u>	<u>Subcontractor</u> <u>Subcontractors tax payer ID #</u> <u>or Delaware Business license #</u>	<u>Address (City &amp; State)</u>
1. Carpentry & General Work	_____	_____
2. Concrete	_____	_____
3. Masonry	_____	_____
4. Roofing	_____	_____
5. Glass & Glazing	_____	_____
6. Drywall	_____	_____
7. Acoustical Ceilings	_____	_____
8. Flooring	_____	_____
9. Paint	_____	_____
10. Casework	_____	_____

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date \_\_\_\_\_.

All the terms and conditions of **A-2, Carpentry & General Work** have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**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 \_\_\_\_\_ Indian River School District in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to  
be paid to the \_\_\_\_\_ Indian River School District for the use and benefit of the \_\_\_\_\_  
\_\_\_\_\_ Indian River School District 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 bounden Principal who has submitted to the  
\_\_\_\_\_ Indian River School District 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 \_\_\_\_\_  
\_\_\_\_\_ Indian River School District 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
Witness _____	_____ Name of Surety
	_____ Title

CONSENT OF SURETY

DATE \_\_\_\_\_

To: Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

Gentlemen:

We, the \_\_\_\_\_

\_\_\_\_\_  
(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

END OF SECTION

Indian River School District  
Referendum 2013  
Selbyville Middle School

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**Contract A-3: Mechanical**

BID FORM

For Bids Due: \_\_\_\_\_ To: Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

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

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

(Other License Nos.): \_\_\_\_\_

**(A copy of Bidder's Delaware Business License must be attached to this form.)**

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:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

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: Description

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_ )

UNIT

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

<u>BULK</u>		<u>TRENCH</u>	
<u>Add</u>	<u>Deduct</u>	<u>Add</u>	<u>Deduct</u>

**Indian River School District  
Referendum 2013  
Selbyville Middle School**

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1.

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (60) 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.

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: \_\_\_\_\_  
(SEAL) ( Authorized Signature )

\_\_\_\_\_  
( Title )

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

**Indian River School District  
Referendum 2013  
Selbyville Middle School**

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ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Delaware Business License  
(Others as Required by Project Manuals)

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.**

<u>Subcontractor Category</u>	<u>Subcontractor</u> <b><u>Subcontractors tax payer ID #</u></b> <b><u>or Delaware Business license #</u></b>	<u>Address (City &amp; State)</u> _____
1. Mechanical	_____	_____
2. Fire Protection	_____	_____

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date \_\_\_\_\_.

All the terms and conditions of A-3, Mechanical have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**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 \_\_\_\_\_ Indian River School District in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to  
be paid to the \_\_\_\_\_ Indian River School District for the use and benefit of the \_\_\_\_\_  
\_\_\_\_\_ Indian River School District 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 bounden Principal who has submitted to the  
\_\_\_\_\_ Indian River School District 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 \_\_\_\_\_  
\_\_\_\_\_ Indian River School District 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 _____	_____
	_____
	Title

CONSENT OF SURETY

DATE \_\_\_\_\_

To: Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

Gentlemen:

We, the \_\_\_\_\_

\_\_\_\_\_  
(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

END OF SECTION

**Contract A-4: Electrical**

BID FORM

For Bids Due: \_\_\_\_\_ To: Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

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

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

(Other License Nos.): \_\_\_\_\_

**(A copy of Bidder's Delaware Business License must be attached to this form.)**

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:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

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: Description

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_ )

UNIT

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

<u>BULK</u>		<u>TRENCH</u>	
<u>Add</u>	<u>Deduct</u>	<u>Add</u>	<u>Deduct</u>

**Indian River School District  
Referendum 2013  
Selbyville Middle School**

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1.

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (60) 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.

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: \_\_\_\_\_  
(SEAL) ( Authorized Signature )

\_\_\_\_\_  
( Title )

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

ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Delaware Business License  
(Others as Required by Project Manuals)

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.**

<u>Subcontractor Category</u>	<u>Subcontractor</u> <b><u>Subcontractors tax payer ID #</u></b> <b><u>or Delaware Business license #</u></b>	<u>Address (City &amp; State)</u> _____
1. Electrical	_____	_____
2. Communications	_____	_____

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date \_\_\_\_\_.

All the terms and conditions of A-4, Electrical have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**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 \_\_\_\_\_ Indian River School District in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to  
be paid to the \_\_\_\_\_ Indian River School District for the use and benefit of the \_\_\_\_\_  
\_\_\_\_\_ Indian River School District 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 bounden Principal who has submitted to the  
\_\_\_\_\_ Indian River School District 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 \_\_\_\_\_  
\_\_\_\_\_ Indian River School District 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
Witness _____	_____ Name of Surety
	_____ Title

CONSENT OF SURETY

DATE \_\_\_\_\_

To: Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

Gentlemen:

We, the \_\_\_\_\_

\_\_\_\_\_  
(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

END OF SECTION



Selbyville Middle School  
Pre-Bid Construction Schedule  
January 8, 2015



ID	Task Name	Duration	Start	Finish	December	January	February	March	April	May	June	July										
					12/7	12/21	1/4	1/18	2/1	2/15	3/1	3/15	3/29	4/12	4/26	5/10	5/24	6/7	6/21	7/5	7/19	
1	Bid Opening	0 days	Tue 1/20/15	Tue 1/20/15			◆ 1/20															
2	Receive Notice to Proceed	0 days	Tue 1/27/15	Tue 1/27/15			◆ 1/27															
3	Submittals & Shop Drawings	40 days	Tue 1/27/15	Mon 3/23/15																		
4	Mobilize to Site	0 days	Tue 2/24/15	Tue 2/24/15																		
5	Start Sitework	10 days	Tue 2/24/15	Mon 3/9/15																		
6	Foundations	15 days	Tue 3/10/15	Mon 3/30/15																		
7	Building Structure	20 days	Tue 3/31/15	Mon 4/27/15																		
8	Building Enclosure	30 days	Tue 4/28/15	Tue 6/9/15																		
9	M/E/P Rough In	20 days	Tue 4/28/15	Tue 5/26/15																		
10	Finishes	15 days	Wed 5/27/15	Tue 6/16/15																		
11	M/E/P Final	15 days	Wed 5/27/15	Tue 6/16/15																		
12	Finish Sitework	20 days	Wed 6/10/15	Tue 7/7/15																		
13	Bathroom Renovations	15 days	Wed 6/17/15	Tue 7/7/15																		
14	Obtain Certificate of Occupancy	0 days	Tue 7/7/15	Tue 7/7/15																		◆ 7/7

Selbyville Middle School January 8, 2015	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	◆
	Milestone	◆	Duration-only		Deadline	↓
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone	◆	Finish-only			









