

ADDENDUM NO. 2

January 9, 2026

Colonial School District

John G. Leach School

Bid Package B

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The Bid Due Date and Bid Opening date remain unchanged.**Bids are due on January 28, 2026 @ 3:30PM****At the Main Office of Gunning Bedford Middle School, 801 Cox Neck Road, New Castle, DE 19720****The last day for questions is Wednesday, January 21, 2026.**

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 in 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.

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

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

GENERAL CLARIFICATIONS:

1. Bid Package B Pre-bid agenda dated January 07, 2026, is attached for your information.
2. Bid Package B Pre-bid sign-in sheet dated January 07, 2026, is attached for your information.
3. See attached Site Logistics Plan for reference. Was not included in Addendum 1.

QUESTIONS AND ANSWERS:

1. NONE

MODIFICATIONS TO SPECIFICATIONS:

1. SECTION 01 23 00 – ALTERNATES
 - a. INSERT this section in its entirety.
2. SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS
 - a. DELETE this section in its entirety and INSERT revised section, annotated Addendum 2 and dated 1/9/26.
3. SECTION 01 32 16 - CONSTRUCTION SCHEDULE
 - a. DELETE previous schedule and INSERT with revised attached schedule.





MODIFICATIONS TO DRAWINGS:

1. NONE

LIST OF ATTACHMENTS:

Section 012300 Alternates
Section 002113 Instructions to Bidders [REVISED]
Project Milestone Schedule [REVISED]
Pre-Bid Meeting Sign-in
Pre-Bid Meeting Agenda
Site Logistics Plan

End of Addendum No. 2



SECTION 012300 - ALTERNATES

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. BASE BID

- A. The Base Bid shall consist of all Work shown or specified in the Contract Documents, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- B. The Base Bid shall include all work in any Subtractive Alternates specified herein.

3. ALTERNATES

- A. State in the Bid Form, where applicable, the amount to be added to or deducted from the amount of the Base Bid for each Alternate specified.
- B. See Section 002113 - INSTRUCTIONS TO BIDDERS for related information.
- C. The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other sections and as shown on drawings.

Alternate No. 1: Not Applicable

Alternate No. 2: Not Applicable

Alternate No. 2A: Not Applicable

Alternate No. 3: Not Applicable

Alternate No. 3A: Not Applicable

Alternate No. 3B: Not Applicable

Alternate No. 4: Not Applicable

Alternate No. 5: Not Applicable

Alternate No. 6: Not Applicable

Alternate No. 7: Not Applicable

Alternate No. 8: Additional Drywall Soffits

1. State in the Bid Form the amount to be modified to the Base Bid amount to provide ceilings and soffits as shown on the reflected ceiling drawings A-110.1 and A-111.1.
2. Note that the Base Bid includes all ceilings and soffits per drawings A-110 and A-111.

Alternate No. 9: Add Vocational Kitchen Equipment

1. State in the Bid Form the amount to be modified to the Base Bid amount to supply and install the vocational kitchen equipment shown in the Vocational Kitchen. Added costs are to include final tie-in to new equipment by the mechanical, electrical, and controls contractors.
2. Note that the Base Bid includes providing MEP rough-ins throughout the vocational kitchen space.

Alternate No. 10: Add Greenhouse in Courtyard #2

1. State in the Bid Form the amount to be modified to the Base Bid amount to supply and install the greenhouse as detailed on Sheet A-850. Masonry contractor is to provide masonry walls above grade. Plumbing, electrical, and mechanical contractors to include costs for final connections to Greenhouse Equipment.
2. Note that the Base Bid includes providing concrete footers, masonry foundations to grade (no rebar is to extend above grade, epoxy anchors will be utilized in the future), concrete slabs, and MEP rough-ins within the courtyard as detailed in the base bid drawings. Stone for the drainage trenches is to be provided by Contract A-03 : Concrete.

Alternate No. 11: Not Applicable

Alternate No. 12: Not Applicable

Alternate No. 13: Not Applicable

Alternate No. 14: Not Applicable

Alternate No. 15: Not Applicable

Alternate No. 16: Not Applicable

Alternate No. 17: Casework Cores

1. State in the Bid Form the amount to be modified to the Base Bid amount to change casework core materials per specifications.

2. Note that the Base Bid includes casework core materials per specifications.

END OF SECTION

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SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

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- 1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.
- 1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.23 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term "custom fabrication" means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that

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does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

ARTICLE 2: BIDDER'S REPRESENTATION

2.1 PRE-BID MEETING

2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.2.4 ~~Bidder has accounted for the possibility of price increases due to the direct and indirect effect of tariffs, other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.~~ **Bidders are expected to submit bids that are firm, fixed and inclusive of all existing and potential tariffs at the time of bid. There shall be no change orders due to tariffs, or the uncertainty caused by them, that are in effect when the bid is submitted. If, after a project is awarded and PO issued a new tariff is enacted that impacts the cost of materials or equipment required for the work, a Change Order may be submitted and evaluated by the Owner, with proper justification. Proper justification will be in the form of documentary evidence proving a price increase specifically due to a new tariff, which post-dates: (1) the date the project is awarded; and (2) the date of the purchase order issued by the State.** **ADDENDUM 2**

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

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- 2.3.5 Both Joint Venturers shall sign the Bid Form.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

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- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.
- 3.3 SUBSTITUTIONS
- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.4 ADDENDA
- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

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ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form.
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter “No Change”. The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.6 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.7 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.8 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.9 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.10 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank

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treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached). The bid bond may be an electronic bond and need not be transmitted as a paper document.

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. **NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE.** The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). **If the Bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the Bidder intends to perform the work themselves, the Bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will

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subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

4.5.1 In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.6.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C. § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, unconditionally and not less often than once a week and without

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subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.7.3 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.8 SUBMISSION OF BIDS

4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid.

4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.8.4 Oral, telephonic, paper or telegraphic bids are invalid and will not receive consideration.

4.8.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.8.6 Compliance with Federal Bureau of Investigation rules mandates training for Contractors, Subcontractors, their employees, and custodial workers with access to locations that have access to Criminal Justice Information Services (CJIS). The contract awardee must have fingerprinting and background checks done for all Subcontractors and employees.

4.9 MODIFICATION OR WITHDRAW OF BIDS

4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

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- 4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar days of the Bid opening.

5.2 COMPARISON OF BIDS

- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

- 5.2.6 ~~Bidder has accounted for the possibility of price increases due to the direct and indirect effect of tariffs, other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.~~ **Bidders are expected to submit bids that are firm, fixed and inclusive of all existing and potential tariffs at the time of bid. There shall be no change orders due to tariffs, or the uncertainty caused by them, that are in effect when the bid is submitted. If, after a project is awarded and PO issued a new tariff is enacted that impacts the cost of materials or equipment required for the work, a Change Order may be submitted and evaluated by the Owner, with proper justification. Proper justification will be in the form of documentary evidence proving a price increase specifically due to a new tariff, which post-dates: (1) the date the project is awarded; and (2) the date of the purchase order issued by the State.** **ADDENDUM 2**

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5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- G. Any Bidder who is debarred in another State and/or by the United States Government is also debarred in Delaware.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

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- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business

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license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

- 6.2 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.
- 7.2.3 The Performance Bond and/or the Payment Bond may be electronic bonds and need not be transmitted as paper documents.

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF SECTION



COLONIAL SCHOOL DISTRICT - JOHN G. LEACH SCHOOL

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Project Milestones	491 days	Fri 9/26/25	Mon 8/30/27		
2	Issue Design Documents	0 days	Fri 9/26/25	Fri 9/26/25		
3	Issue Bid Package B [BP-B]	0 days	Fri 1/2/26	Fri 1/2/26		
4	Pre-Bid Meeting [BP-B]	0 days	Wed 1/7/26	Wed 1/7/26		
5	Bids Due [BP-B]	0 days	Wed 1/28/26	Wed 1/28/26		
6	Notice to Proceed	0 days	Fri 1/30/26	Fri 1/30/26	22FF	
7	Early Sitework & Utilities Completed	0 days	Mon 3/23/26	Mon 3/23/26	26FF	
8	Footings & Foundations Completed	0 days	Mon 7/6/26	Mon 7/6/26	27FF	
9	Structural Steel Completed	0 days	Tue 8/18/26	Tue 8/18/26	28FF	
10	Roofing Completed	0 days	Wed 10/7/26	Wed 10/7/26	29FF	
11	Exterior Façade Completed	0 days	Thu 12/31/26	Thu 12/31/26	30FF	
12	Permanent Building Power	0 days	Wed 10/7/26	Wed 10/7/26	10	
13	Building Conditioned	0 days	Thu 4/29/27	Thu 4/29/27	14FF-35 days	
14	Interior Finishes Completed	0 days	Fri 6/18/27	Fri 6/18/27	31FF	
15	Final Sitework Completed	0 days	Fri 6/18/27	Fri 6/18/27	32FF	
16	TAB & Commissioning Completed	0 days	Fri 6/25/27	Fri 6/25/27	33FF	
17	Substantial Completion	0 days	Fri 6/25/27	Fri 6/25/27	34FF	
18	Certificate of Occupancy	0 days	Fri 7/2/27	Fri 7/2/27	35FF	
19	Owner Turnover	0 days	Fri 8/27/27	Fri 8/27/27	39FF,41FF	
20	Start of School	0 days	Mon 8/30/27	Mon 8/30/27	43FF	
21	Subcontractor Procurement	50 days	Fri 10/10/25	Fri 12/19/25		
23	Submittals, Shop Drawing & Material Procurement	238 days	Tue 11/25/25	Fri 10/30/26		
25	Construction	404 days	Wed 12/3/25	Fri 7/2/27		
26	Early Sitework & Utilities	77 days	Wed 12/3/25	Mon 3/23/26		
27	Footings, Foundations, Building Utilities & SOG	73 days	Tue 3/24/26	Mon 7/6/26	26	
28	Structural Steel	31 days	Tue 7/7/26	Tue 8/18/26	27	
29	Roofing	35 days	Wed 8/19/26	Wed 10/7/26	28	
30	Exterior Façade	59 days	Thu 10/8/26	Thu 12/31/26	29	
31	Interior Finishes	169 days	Wed 10/21/26	Fri 6/18/27	29FS+9 days	
32	Final Sitework	40 days	Fri 4/23/27	Fri 6/18/27	31FF	
33	TAB & Commissioning	10 days	Mon 6/14/27	Fri 6/25/27	31FF+5 days	
34	Substantial Completion	0 days	Fri 6/25/27	Fri 6/25/27	31,32,33	
35	Certificate of Occupancy	0 days	Fri 7/2/27	Fri 7/2/27	34FS+5 days	
36	Project Closeout	44 days	Mon 6/28/27	Fri 8/27/27		
38	Owner Turnover	35 days	Mon 7/12/27	Fri 8/27/27		
40	Owner Move-In	20 days	Mon 8/2/27	Fri 8/27/27		
42	Start of School	1 day	Mon 8/30/27	Mon 8/30/27		



AGENDA
Colonial School District
John G Leach School
Bid Package B
Pre-Bid Meeting 2:00 PM
07 January 2026

1. Introduction

Owner – CSD - Colonial School District [CSD holds all contracts]

- Drew Moffett, Director of Operations
- Stephen Johnson, Head of Facilities
- Scott Homes, Facilities Consultant

Design Team Members

- Studio JAED (Architect/FP/MEP)
- Site Studios (Civil Engineer)
- Baker Ingram & Associates (Structural Engineer)

EDiS Role – Construction Manager

- JD Bartlett, Operations Manager
- Jason Hartman, Sr. Project Manager
- Niles Arner, Project Engineer
- Larry Carroll, Superintendent

Attendees – Introductions from the attendees (Primes and Subcontractors)

2. Project

Overview:

- Address: 2460 Bear Corbitt Rd, New Castle, DE 19720
- Owner: Colonial School District (CSD)
- Project: John G. Leach School
- Building: 65,000 SF, Single Story
- Site: 19 acres
- Complete by Summer 2027
- CM-Agent (EDiS), all prime contracts with CSD

Contract: B-14 : CASEWORK AND MILLWORK

Contract: B-26 : ELECTRICAL





3. Bid Information

- Bids will be received at Gunning Bedford Middle School, 801 Cox Neck Road, New Castle, DE 19720 until **3:30 PM local time on Wednesday, January 28, 2026.**
- Bid opening is public.
- Three (3) copies of the bids should be in a sealed envelope clearly marked **“COLONIAL SCHOOL DISTRICT – JOHN G LEACH SCHOOL – BID PACK B-XX SEALED BID – DO NOT OPEN”** The bidder’s name and address should also be marked on the envelope. Electronic bids will not be accepted.
- Addenda are the only method to change the documents.
- No addenda will be issued later than four (4) days prior to the bid opening, except when cancelling the bid, extending the bid opening date or changing the bid opening location.
- Bid bonds are required.
- Performance and Payment Bonds are required.
- A Drug Testing Program is required. An affidavit of Employee Drug Testing Program is in Section 004100.
- Craft Training Program is required. An affidavit is in Section 008115 and must be included.
- The bid form is in Section 004100 of the project manual. No modifications, clarifications or qualifications are allowed.

4. Section 002113 Instructions to Bidders/Review.

- Note sections regarding state requirements for cost impact due to tariffs. Tariff language will be revised to the following:

~~Bidder must account for the possibility of price increases due to the direct and indirect effect of tariffs or other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.~~

“Bidders are expected to submit bids that are firm, fixed and inclusive of all existing and potential tariffs at the time of bid. There shall be no change orders due to tariffs, or the uncertainty caused by them, that are in effect when the bid is submitted. If, after a project is awarded and PO issued a new tariff is enacted that impacts the cost of materials or equipment required for the work, a Change Order may be submitted and evaluated by the Owner, with proper justification. Proper justification will be in the form of documentary evidence proving a price increase specifically due to a new tariff, which post-dates: (1) the date the project is awarded; and (2) the date of the purchase order issued by the State.”





5. Section 003132 Geo-Tech Reports.
6. Section 004100 Bid Forms – specific for each contract
7. Review Subcontractors List for each contract. Approved by group.
8. Contract (Standard Form of Agreement Between Owner and Contractor), AIA A132/CMA 2019 Edition, is in Section 005200 of the project manual.
9. Supplement to AIA A132/CMA 2019 Edition is in Section 005200 of the project manual.
10. General Conditions of the Contract, AIA A232-2019 are in Section 007200.
11. Supplementary General Conditions are in Section 007300.
12. Scopes of Work are in Section 011100 (Summary of Work).
 - General sections – applies to all contractors
 - “Contract” sections – contract specific scopes
13. Review Site Logistic Requirements - Loading & unloading, onsite storage, site access, parking.
 - Provisions by sitework contractor
14. Allowances are defined in Section 012100 of the project manual, listed in the scopes of work, and on the bid forms.
15. Unit Costs are in Section 012200 of the project manual, listed in the scopes of work, and on the bid forms.
16. Alternates (Section 012300 of the project manual) will be issued in Bid Addendum #2. ***There are (4) alternates included in this bid package.*** Please review carefully.
17. Contractors are required to use the web-based project management system – Building Blok See Section 013125.
18. A pre-bid construction schedule can be found in Section 013216 of the project manual.





19. Insurance requirements are listed in Section 006216 of the project manual. (Pollution Insurance Required for select contracts, as indicated)
20. Safety program requirements are in Section 013523 of the project manual.
21. Prevailing wage rates must be followed. A copy of the current wage rates can be found in Section 007343 of the project manual.
 - Title 29 Del.C.6902(8) : Wage Rates on Custom Fabrications

29 Del.C.6902(8):

(8) "Custom fabrication" means the offsite fabrication, assembly, or other production of nonstandard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems:

 - a. Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems.
 - b. Electrical systems.
 - c. Mechanical insulation work.
 - d. Ornamental iron work.
 - e. Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.
22. Forthcoming Bid Addendum #2 is projected to include the following:
 - a) Section 012300 – Alternates
 - b) Section 002113 – Instructions to Bidders (revised language)
 - c) Site Logistics Plan
 - d) Pre-Bid Meeting Minutes
23. Submit questions in writing and e-mail to Jason Hartman, jhartman@ediscompany.com (302) 593-5230.
24. No questions after seven (7) days prior to bid.
25. A site visit is not mandatory but is encouraged. By submitting a proposal, the contractor bidding on the project attests that they have familiarized themselves with the site and all of the existing conditions affecting the work.





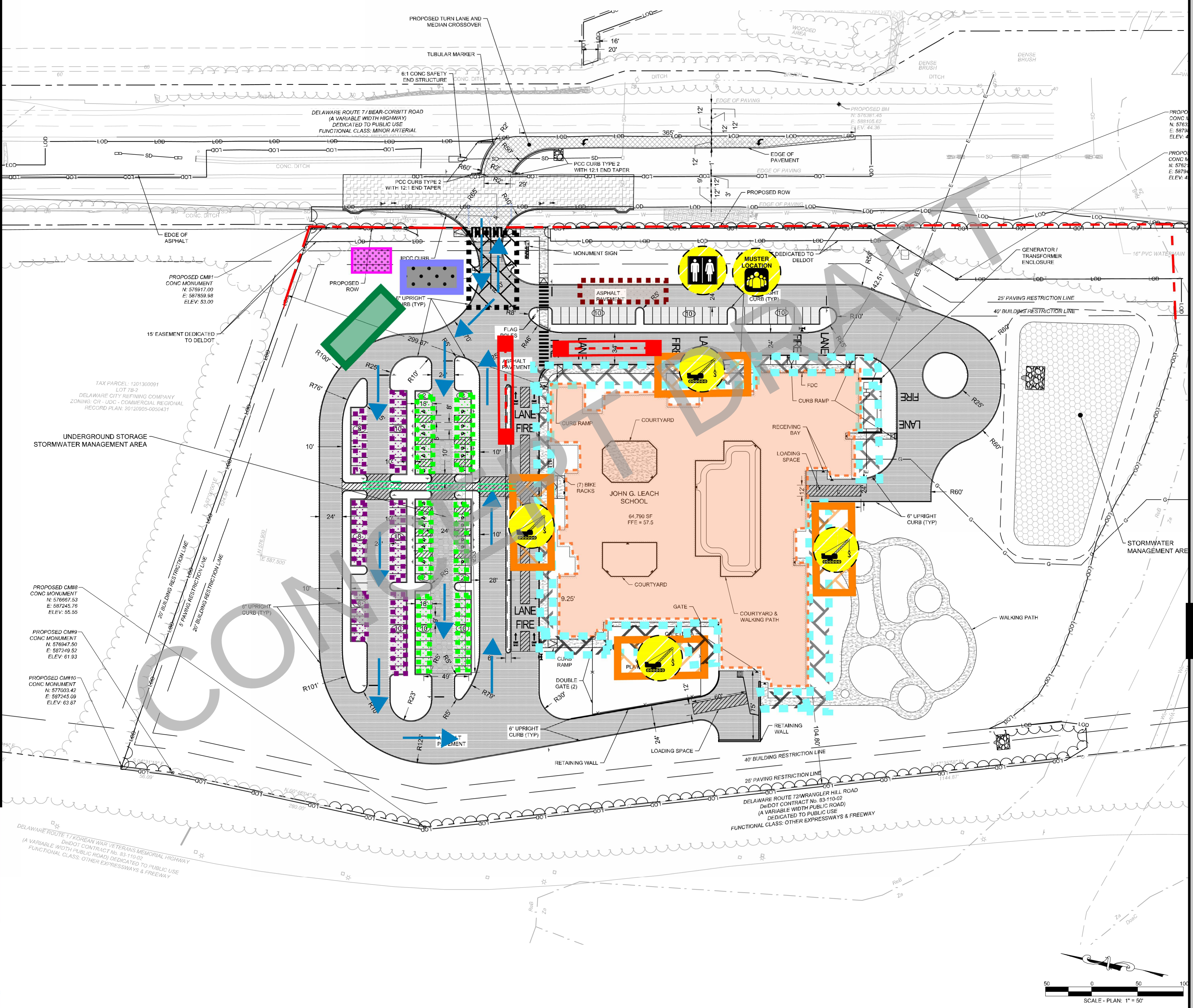
26. Documents may be viewed and downloaded at EDiS' FTP site after approval for circulation by CSD. Bidders requesting the log on information may obtain username and password permission by contacting Crystal Watson (EDiS Company) at cwatson@ediscompany.com, and Jackie McKee jmckee@ediscompany.com.
27. It is the responsibility of each Bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums. All bidders must provide all requested contact information on Pre-Bid Meeting sign in sheet or email the information to Crystal Watson and Jackie McKee to receive notice of addendums.
28. EDiS POC: Jason Hartman at jhartman@ediscompany.com, (302) 593-5230.



LINEAR MARKUPS

- Concrete Washout Dumpsters
- Entrance Gate
- Dumpsters
- Pedestrian path
- Building outline
- 6' Construction Fence
- Fire Lane
- Trade Partner Parking
- Crane Pads
- EDiS Job Trailer
- SCE & Tire Wash
- Laydown Areas
- Proposed Stone Access Road
- Path of travel for construction vehicles/deliveries

JOHN G. LEACH SCHOOL SITE LOGISTICS PLAN



EQUIPMENT

- Crane w/ radius
- Telescopic Forklift
- Dump Truck
- Concrete Mixer Truck
- Concrete Pump Truck
- Security Cameras

SYMBOLS

- Emergency Muster Points
- Portable Restrooms
- No Contractor Parking
- Flagger

