

KENT COUNTY 911 PUBLIC SAFETY BUILDING  
GENERATOR UPGRADE  
911 PUBLIC SAFETY BLVD  
ELECTRICAL ADDENDUM

PAGE: 1 OF 2  
DATE: June 18, 2025

ADDENDUM No. 1

ISSUED BY:  
DEDC  
315 S. Chapel Street  
Newark, DE 19711

Attach this addendum to the documents for this project. It modifies and becomes part of the contract documents. Work of materials not specifically mentioned herein are to be as described in the main body of the specifications and are as shown on the drawings. Acknowledge receipt of this addendum in the space on the bid form.

Drawing ED-201

- A. De-energize, disconnect and abandon existing generator docking station in place. Remove conduits and wiring per Electrical Selective Demolition Specification Section.
- B. Empty and discard of existing diesel fuel in generator fuel tank. Disconnect and safeguard monitoring wiring for reconnection to new generator fuel monitoring. Demolish and discard existing 1000-gallon fuel tank and associated fuel piping.

Drawing E-201

- A. Alternate #2 – Omit new double walled diesel fuel tank from project.
- B. Alternate #3 - Provide cost in bid to furnish and install new feeder cables in existing conduits from generator to new bypass ATS's.

Front End

- A. Refer to highlighted sections for Addendum 1 changes in attached Invitation to Bid.

General Questions:

- A. What are the requirements for the megger testing? Test with 1000 Volts, 100 Megaohm minimum limit. Perform megger testing after existing generator docking station has been disconnected and cable cut.

KENT COUNTY 911 PUBLIC SAFETY BUILDING  
GENERATOR UPGRADE  
911 PUBLIC SAFETY BLVD  
ELECTRICAL ADDENDUM

PAGE: 2 OF 2  
DATE: June 18, 2025

- B. Does a 3<sup>rd</sup> party testing agency need to be used for the megger testing?  
No. The megger test shall have been calibrated within the past year.
- C. If a new pad is poured, is there a specified time-period to wait before setting generator? No specified time-period. When concrete has cured to 4500 P.S.I. the generator may be set.
- D. Is a power system study required? No, a power system study is not required for the new generator.

## **1.0 OVERVIEW - INSTRUCTIONS TO BIDDERS**

### **1.1 PURPOSE OF INVITATION TO BID**

Kent County Levy Court, Delaware, Department of Public Safety, requests a written bid from licensed contractors for the Demolition of an Existing Emergency Generator and Replacement with a New 250KW/312.5KVA Emergency Generator located at 911 Public Safety Boulevard, Dover, Delaware

.

### **1.2 ISSUING OFFICE AND PROJECT COORDINATOR**

This Invitation to Bid is issued for Kent County Levy Court, Delaware (the County) through the Department of Public Safety, which shall be referred to as the “Issuing Office” or “Division”. Contact information for the Issuing Office is as follows:

**Kent County Levy Court**  
**Department of Public Safety**  
**911 Public Safety Boulevard**  
**Dover, DE 19901**  
Email: [John.Tinger@kentcountyde.gov](mailto:John.Tinger@kentcountyde.gov)  
Phone: 302-735-2200

The **coordinator** for this project is FB-DEL, LLC. Contact information for the Project Coordinator is as follows:

**Michael Freda, P.E.**  
**FB-DEL, LLC**  
Email: [mfreda625@gmail.com](mailto:mfreda625@gmail.com)  
Phone: 302-383-4403

The **design consultants** for this project are as follows:

Lead Design Team Member: DEDC, LLC Consulting Engineers  
Contact: **William G, Stump, CxA; Danny Wyatt, Sr. Electrical Project Manager**  
Email: [bstump@dedc-eng.com](mailto:bstump@dedc-eng.com); [dwyatt@dedc-eng.com](mailto:dwyatt@dedc-eng.com)  
Phone: 302-738-7172

### 1.3 SCHEDULE OF EVENTS

Listed below are important dates by which actions must be taken or completed. Times noted are Eastern Standard Time Zone (EST).

Action	Completion / Due Date	Time (EST)
Issue Invitation to Bid	Wed. (6/6/25)	11:00 AM
Mandatory Pre-Bid Project Site Visit (Attendance Required)	Wed. (6/11/25)	1:00 PM
Submit "Intent to Bid" Letter	Wed. (6/11/25)	5:00 PM
Deadline for Written Questions	Tue. (6/24/25)	5:00 PM
Response to Questions	Fri. (6/27/25)	2:00 PM
Written Bid Submission	Tue. (7/1/25)	2:00 PM
Public Bid Opening	Tue. (7/1/25)	2:00 PM
Projected Award of Purchase Order (Estimated)	(Within 60 Days of Receipt of Bids)	---

### 2.0 BID PROCESS

**There will be a MANDATORY Pre-Bid Meeting on Wednesday, June 11, 2025 at 1:00 p.m.** in Public Safety Conference Room located at 911 Public Safety Boulevard, Dover, Delaware.

#### 2.1 INTENT TO BID LETTER

Each prospective bidder is required to submit an INTENT TO BID letter by **Wednesday, June 11, 2025 at 5:00 p.m.** e-mailed to Michael Freda at [mfreda625@gmail.com](mailto:mfreda625@gmail.com) and John Tinger at [john.tinger@kentcountyde.gov](mailto:john.tinger@kentcountyde.gov), or hand-delivered to the issuing office 911 Public Safety Blvd., Dover, DE 19901. Timely receipt of mailed letters is the sole responsibility of the bidder, Kent County will take no responsibility for Intent to Bid letters not received by the deadline. Intent to Bid letters should be on company letterhead signed by a duly authorized agent with sanctions to enter into agreements. No bids will be accepted by organizations that failed to submit an intent to bid letter.

#### 2.2 SUBMISSION OF WRITTEN BIDS

SEALED bids for the Building Generator Replacement Project will be received by Kent County Levy Court, Department of Public Safety, at the Kent County Department of Public Safety ("Issuing Office"), 911 Safety Blvd., Dover, Delaware 19901, no later than **2:00 p.m. on Tuesday, July 1, 2025**, at which time and place they will be publicly opened and read aloud. Each bid must be submitted in a sealed envelope, addressed to: Kent County Levy Court, Department of Public

Safety, 911 Public Safety Blvd, Dover, DE 19901; Attention John Tinger

Bid Form (Section 8.0) is included in this Project Manual

Each sealed envelope containing a bid must be clearly marked on the outside with the following information:

*“Invitation to Bid – Kent County Public Safety Building Generator Replacement”*

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Issuing Office at the following address: Kent County Levy Court, Department of Public Safety, 911 Public Safety Blvd., Dover, Delaware 19901.

All written Bids received by the Issuing Office and their agents in response to this Invitation to Bid will be retained. Late bids will not be accepted and will be returned unopened to the Bidder. It is the responsibility of the bidder to ensure written Bids are received on time.

*No e-mailed, faxed, verbal, telegraphic, or telephone bids will be accepted.*

## **2.3 QUESTIONS**

Contractors requiring clarification of the bid documents or on procedural matters regarding this Invitation to Bid may request clarification by submitting written questions to the Project Coordinator **AND** to the Issuing Office per the contact information provided in Section 1.2.

Questions can be submitted no later than 5:00 PM on **June 24, 2025**. All questions shall be submitted in writing and all replies will be issued in writing. Kent County reserves the right to answer or not answer questions. Answers to all questions will be e-mailed to all respondents that submitted a Letter of Intent

## **2.4 ADDENDA TO THE INVITATION TO BID**

Addenda may be issued during the Bidding period to clarify, correct or change the Bid documents as deemed advisable by Kent County. Addenda will be e-mailed to all respondents that submitted a letter of intent and will be posted publicly on the County website [www.kentcountyde.gov](http://www.kentcountyde.gov). Any resultant cost changes must be reflected in the written Bid.

## 2.5 BID OPENING

SEALED bids will be received by Kent County Levy Court, Department of Public Safety, at the Kent County Department of Public Safety (“Issuing Office”), 911 Safety Blvd., Dover, Delaware 19901, no later than **2:00 p.m. on Tuesday, July 1, 2025**, at which time and place they will be publicly opened and read aloud.

## 2.6 LIST OF DRAWINGS & TECHNICAL SPECIFICATIONS

Drawings and Technical Specifications are provided in the Project Manual Appendix.

DRAWING/SPECIFICATION	DATE
- COVERSHEET	3/31/25
E001 – ELECTRICAL LEGENDS, NOTES & ABBREVIATIONS	3/31/25
ED-201 – ELECTRICAL DEMOLITION SITE & ENLARGED ELECTRICAL ROOM PLANS	3/31/25
E-201 – ELECTRICAL NEW WORK SITE & ENLARGED ELECTRICAL PLANS	3/31/25
E-601 – ELECTRICAL DEMOLITION & NEW WORK SINGLE LINE DIAGRAMS	3/31/25
E-602 – ELECTRICAL UNDERGROUND UTILITIES TRACING SKETCH	3/31/25
TECHNICAL SPECIFICATIONS	3/31/25

## 3.0 PREPARATION OF BID

Before submitting a written Bid, Contractors shall carefully examine the required equipment specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested. CONTRACTORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE COMPLETE INVITATION TO BID AND DESIGN DOCUMENTS.

Complete Bid Documents shall be used in preparing written Bids. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding documents.

The Contractor is solely responsible for any costs incurred by them in the preparation of a written Bid. Contractor to provide bid on company letterhead and include any scope clarification or deviations in writing.

Please include the following information with your Bid:

- 1.** Bids shall include manufacturer of equipment and proposed lead time for delivery as well as estimated installation duration.
- 2.** The Bid shall include a Written Qualifications Letter to include Project Expertise including your firm's professional qualifications and expertise in the completion of similar projects. Provide a list of 2 to 4 Emergency Generator projects your firm has completed in the last 15 years specifically related to the size and scope of the Project described. The expertise shall include references including names and contact information.
- 3.** Bid security for at least ten percent (10%) of the bid price is required with the bid.
- 4.** Include pricing for Alternates 1, 2 and 3 on the Bid Form. The alternates are described as follows:
  - a. Alternate 1: Provide a cost in the bid to mount docking station and Roll up Command Center receptacles on the building's exterior wall. Contractor shall coordinate exact location in field with Owner's onsite representative prior to commencing work.
  - b. Alternate 2: Contractor shall provide a separate cost in their bid for furnishing and installing a new secondary double walled Fuel Storage Tank to replace the existing one in kind. Contractor shall safeguard all existing branch circuits feeding associated Fuel Tank Monitoring Panel and equipment for re-use. Contractor shall include all piping connections with new Sub-base fuel tank provided with new generator.
  - c. Alternate 3: Contractor shall provide a separate cost in their bid to megger-test existing generator feeder conductors prior to reusing in new work portion of project. Price shall include replacement and installation of new conductors reusing existing conduits if found to be out of compliance during testing.

### **3.1 CERTIFICATION**

By submission of a written Bid:

- (1) The Contractor certifies that in connection with this Bid, the Contractor has neither directly nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Bidding; and,
- (2) The Contractor accepts the terms, conditions and specifications contained in the County's Invitation to Bid and any subsequently issued Addenda to the same.

### **3.3 SILENCE OF SPECIFICATIONS**

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 specifications compliance will be the responsibility of the Contractor.

### **3.4 EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

The Contractor shall examine carefully the specifications and provisions for the material contemplated. The Contractor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Invitation to Bid. The submission of a Bid shall be conclusive evidence that the Contractor has made examination of the all of the bid documents.

### **3.5 PROJECT DESIGN CONSULTANTS**

The Project Plans and Specifications were prepared by the Project Design Consultants, DEDC, LLC. Contact information for the Project Design Professionals/Coordinator can be found in Section 1.2. Any and all questions regarding the Contract Drawings and Specifications during the bidding process are to conform to the following guidelines:

- a. All questions are to be sent from the bidding Contractor only. The Project Team will not respond to any supplier vendors, sub-contractors or similar during this time. Questions should be directed to Michael Freda, Project Coordinator: [mfreda625@gmail.com](mailto:mfreda625@gmail.com)
- b. Once all questions are received, a document with responses will be issued in accordance with Section 1.3 Schedule of Events.
- c. Addenda will be e-mailed to all respondents that submitted a letter of intent and will be posted publicly on the County website [www.kentcountyde.gov](http://www.kentcountyde.gov).

### **3.6 OTHER**

Bid price must include all material costs, labor fees, subcontractor fees, inspection fees and related charges. Bid must be complete per specifications in order to be considered a responsible Bid.

### **4.0 BID CLARIFICATION AND AWARD**

The County reserves the right to request, in writing, additional information from Contractors in order to obtain clarification. Additional supplementary documentation, when requested in writing, shall be submitted on the Contractor's letterhead within three (3) business days of receipt of written request from the County.



#### **4.1 DISQUALIFICATION OF CONTRACTORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a Contractor and the rejection of its Bid:

- a. More than one Bid for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Contractors.
- c. Unsatisfactory performance record as evidenced by past experience, or as expressed by professional reference.
- d. If the prices are obviously unbalanced either in excess or below reasonable costs for materials and/or services.
- e. If there are any unauthorized additions, interlineations, conditional or alternate Bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, unclear or ambiguous as to its meaning.
- f. Except for communications specifically authorized herein pertaining to the preparation and submittal of a Bid, Respondents to this Invitation to Bid or their representatives shall not separately or independently of their own accord discuss, negotiate, promote, market, lobby or solicit with any County Employee or any County Official, verbally or in writing, during the Invitation to Bid advertisement period and Bid Review and Selection Process as indicated in this Invitation to Bid. Failure of a Respondent to adhere to this provision may result in the Respondents' disqualification from further consideration.

#### **4.2 AWARD OF PURCHASE ORDER**

Bid award may be made to the responsive and responsible Contractor who BEST meets the terms and conditions of the Bid documents. The County also reserves the right to reject any or all Bids.

#### **4.3 PROJECT SCHEDULE**

The Successful Contractor shall submit within 14 calendar days of receipt of a Contract, a milestone schedule showing both the Procurement and Construction phase of the project. The anticipated duration is 240 days (including equipment lead time).

#### **4.4 EXECUTION OF AWARD**

The Contractor shall commence the Project immediately after award and shall not delay the Work in any way. Contractor shall submit a schedule upon award of the project.

If the successful Contractor fails to commence Project activities within a reasonable time period after award, and an extension of time is not authorized by the County, then the County reserves the right to cancel the Contract and to consider an award to another Bidder most qualified or to re-

Bid the Project, as the County may decide.

Bids will be available for public inspection after a fully executed contract with the successful bidder is in place.

## **5.0 INVOICING AND PAYMENT**

Upon commencement of the Project, the Contractor shall invoice the County on a monthly basis. Invoices shall include sufficient back-up data to substantiate all charges.

## **6.0 GENERAL TERMS AND CONDITIONS OF CONTRACTS**

By submitting a Bid on this Project, the respondent is acknowledging that the following minimum Terms and Conditions shall be incorporated into the Project Contract:

### **a. HOLD HARMLESS**

The successful Contractor agrees to indemnify and hold Kent County Levy Court and all its departments and employees harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful Contractor, its employees, and invitees on or about the premises and which arise out of the successful Contractor's performance, or failure to perform as specified in the agreement.

### **b. FORCE MAJEURE**

Neither the Contractor nor the County shall be held liable for non-performance under the terms and conditions of this agreement due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of the agreement.

### **c. LAWS TO BE OBSERVED**

The Contractor is presumed to know and shall strictly comply with all National, State, or County laws, and ordinances and regulations in any manner affecting the conduct of the work. The Contractor shall indemnify and save Kent County Levy Court, the Department of Public Safety, and all Officers, and Employees thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees. Interpretation and enforcement of the agreement will be under the laws of the State of Delaware.

#### **d. PERMITS AND LICENSES**

All required Permits including Site Entrances, Building Permits, Stormwater and Erosion & Sediment Control, Fire Code, On-Site Wastewater Permits, Well Permits, and all other licenses and permits required by Agencies of the State of Delaware or any subdivision thereof shall be the responsibility of the Contractor.

#### **e. MINIMUM INSURANCE REQUIREMENTS**

The successful Bidder shall be responsible for maintaining during the length of the contract the following types of insurance with minimum acceptable limits as set forth below:

<u>TYPE</u>	<u>LIMITS OF LIABILITY</u>	
Workers Compensation	Statutory	
Employers Liability	\$500,000	Each Acc., Bodily Injury
	\$500,000	Each Employee, Disease
	\$500,000	Policy Limit, Disease
Commercial General Liability	\$1,000,000	Each Occurrence Limit
	\$2,000,000	General Aggregate Limit
Business Auto Liability	\$1,000,000	Each Accident
Umbrella Liability	\$3,000,000	Each Occurrence
	\$3,000,000	Aggregate

The successful Bidder will be required to supply Kent County Levy Court with Certificates of Insurance evidencing such required insurance coverage prior to execution of a contract and naming FB-DEL, LLC, DEDC, LLC, Kent County Levy Court, its Officers, Agents, Employees and Assigns as Additional Insured. This insurance shall be maintained through the Statute of Repose in the State of Delaware and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents. The Certificates and the Insurance shall contain a provision that coverage afforded under these policies will not be cancelled or allowed to expire without 30 days, (10 days for cancellation for Non-Payment of Premium), prior written notice to the Contractor.

#### **f. WARRANTY**

The successful Contractor shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this agreement against defective material, workmanship, and performance FOR TWO (2) YEARS. Equipment warranties shall be in accordance with the design documents.

Contractor warrants that the goods, including their packaging, conform to specifications and are fit for the purpose for which such goods are ordinarily used and for purposes expressly made

known to the Contractor by the owner and are free from defects in workmanship and materials.

**g. RISK OF LOSS**

Risk of loss, injury or destruction to the goods shall be borne by the Contractor until physical delivery of the goods has been completed in accordance with the agreement.

**h. AUTHORITY OF DIVISION**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the County shall be final and binding.

**i. TERMINATION FOR CAUSE / BREACH**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under the agreement, or if the Contractor violates any of the covenants, or stipulations of this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. A material breach of duties and obligations by the Contractor may result in legal action after notice, including the recovery of reasonable counsel fees.

**7.0 SUMMARY OF WORK**

In addition to the direction and scope identified on the design documents, please be mindful of and include in pricing the following scope:

- a. Project does not require use of prevailing wage rates.
- b. Contractor to provide pricing for Alternates A, B and C in bid.
- c. Contractor to provide clean up labor and removal of debris from site.
- d. Contractor also responsible for final cleaning upon completion of work.
- e. Contractor should anticipate a project Kick off meeting and periodic progress meetings throughout the course of the project.
- f. Successful contractor to provide procurement and construction schedule. Construction schedule to include periodic outage requirements. All of these periodic outages and other related activities to be coordinated with Kent County Public Safety upon award of the project.
- g. Contractor is responsible for safe removal and disposal of existing equipment.
- h. Contractor to provide temporary emergency power for facility as required. The power must be capable of fully replacing the existing emergency generator power source.
- i. Contractor to restore finishes of patched areas to eliminate evidence of patching.
- j. Contractor to restore all lawn areas by providing grading, fully compacting subgrade soil,

topsoil, seed and lawn stabilization.

- k. Bid documents include Subsurface utility findings (see Trinity drawing). Contractor is responsible for careful excavation near and around all existing utilities in an effort to eliminate any accidental removal.
- l. Contractor to include concrete pad, unitstrut framing, bollards complete for mounting of 100A enclosed breaker, receptacle and related equipment as shown for docking station on documents. ALTERNATE: Mount the breaker and receptacle on the southeast wall of the Public Safety Building adjacent to southern edge of existing concrete sidewalk.
- m. Contractor may use existing generator concrete pad. However, any modifications to the pad including possible sawcutting of hole for electrical conduits and related patching will be the Contractor's responsibility. Pad to be inspected and approved by Owner/DEDC prior to installation of generator and related equipment.
- n. Contractor may elect to install a new concrete pad in lieu of utilization/modification of existing pad. Should the contractor proceed with a new concrete pad, Contractor shall remove the existing pad, backfill and restore the lawn accordingly.
- o. Removal of existing trees that are currently hanging over and impeding the removal of and installation of new generator will be completed by Kent County.
- p. Contractor to provide and remove temporary suitable barriers as required to prevent entry, and to protect the work and facilities from construction operations. Contractor to also provide appropriate safety and warning signage as necessary.
- q. Contractor shall provide as built drawings and all field test report information. Operation and Maintenance Manuals shall be provided at completion of the project.
- r. Remove and dispose of fuel in existing fuel tank
- s. Contractor shall include an allowance of \$40,000 in their base bid, The funds will be used at Kent County's discretion. All unused funds will be credited from the Contractors' contract value via a credit change order.

## 8.0 BID FORM

### **KENT COUNTY PUBLIC SAFETY - BUILDING GENERATOR REPLACEMENT**

Base Bid	Amount
	\$
<b>Bid Amount in Written Form:</b>	

Alternate Bid Pricing Item	Amount
ALTERNATE 1	\$
ALTERNATE 2	\$
ALTNERATE 3	\$

Proposed Emergency Generator Manufacturer: \_\_\_\_\_

Time Allowance for Delivery (from date of contract) \_\_\_\_\_ (Calendar days)

Time Allowance for Installation (after Delivery) \_\_\_\_\_ (Calendar days)

Addenda Received:

---

---

The undersigned, representing that he/she has read and understands the Invitation to Bid instructions and specifications and that his/her Bid is based upon the equipment, service and conditions contained in the Bid specifications without exception, hereby proposes and agrees to provide all labor, equipment, materials, transport and other facilities required to execute the service described in aforesaid documents for the sums itemized above.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

(Phone Number)\_\_\_\_\_(E-mail Address)\_\_\_\_\_

(Federal EIN)\_\_\_\_\_

(Printed Name)\_\_\_\_\_

(Signature)\_\_\_\_\_

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

Attachments: Bid Bond; Qualifications Letter

## **9.0 APPENDIX – TECHNICAL INFORMATION (DRAWINGS AND TECHNICAL SPECIFICATIONS**