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**DELAWARE ARMY NATIONAL GUARD
DRAINAGE IMPROVEMENTS AND MILITARY VEHICLE PARKING LOT
GEORGETOWN READINESS CENTER
GEORGETOWN, DELAWARE
DBF #0999J012.J01 DEARNG # 2018-02
SEPTEMBER 18, 2019**

ADDENDUM NO. 2

This addendum, Addendum No. 2, shall be made part of the Project Manual and Drawings dated August 2019 for the DE ARNG Georgetown Readiness Center Drainage Improvements and Military Vehicle Parking Lot. Any provision in any of the Contract Documents which may be in conflict or be inconsistent with the contents of this Addendum shall be void to the extent of such conflicts or inconsistency.

Contractor must acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item No. 1 Responses to Questions received as of 5:00 P.M. on September 16, 2019

1. *Did you do any soil borings and/or test pits? If so please provide details. **Soil borings have not been performed.***
2. *Is painting/coating required on the inside or outside of the wet well and valve vault? If so please provide specifications. **Painting or coating is not required on the inside or outside of the wet well or valve vault.***
3. *Is painting/coating required on pipe/fittings in the wet well and valve vault? If so please provide specifications. **Painting / Coating is not required on pipe / fittings within the wet well or valve vault.***
4. *Please provide a detail for the fall protection tie-off post shown on the Pump Station Plan. **See revised Sheet C-512***
5. *Please provide pertinent dimensions of the C-I-P concrete slab shown in the Pump Station Section. **See revised Sheet C-512 with additional information.***

Addendum #2

DEARNG 2018-02 Georgetown Readiness Center Drainage Improvements and Military Vehicle Parking Lot

September 18, 2019

Page 2

6. *Are any of the options listed on the portable hoist detail required? If so please specify.*
The listed options are not required.
7. *The specified pump manufacturer is asking for a duty point for the pumps.* **The duty point is 801.8 GPM (US) at 22.1 feet of total head.**
8. *Spec Section 26 29 13 2.01 (A) states that the manufacturer of the Storm Water Pump Control panel shall be Rainwater Management Solutions. It also states that any substitutions shall be submitted 30 days prior to the bid date. However documents are dated 8-28-19 which is less than 30 days prior to the bid date. I would like to ask if TriJAY Systems of Line Lexington, PA be an acceptable manufacturer for the control panel. They designed and maintain the SCADA system for all of Sussex County's pump stations and build all of my control panels for any Kent or Sussex County Pump Station that we build. They are more than qualified to build this control cabinet(s).* **Please see item #2.**
9. *Do you have any test bores ? Do you have any information on the water table ? With the 11'-12' cuts for the underground SWM system, it would seem in the Georgetown area you would be well into the water table.* **Test bores were not completed for the project.**
10. *Would it be possible to add a bid item for shoring and dewatering for the underground SWM system ?* **We will add a \$50,000.00 allowance for dewatering of the wet well and / or underground SWM system. An updated bid form and allowance specification section will be issued with the final addendum.**
11. *Are there any Soil Reports for this project? Does the job require any dewatering or well pointing?* **See previous responses.**
12. *I see that you have fixed prices on the Unit Prices in the bid documents. The price for stone is way out of line. The cost of stone from all major suppliers delivered to Georgetown is \$47.00 - \$49.00 per CY just for the stone. Can you take out the fixed payment or adjust the price accordingly?* **See Item No. 2 below.**

Addendum #2

DEARNG 2018-02 Georgetown Readiness Center Drainage Improvements and Military Vehicle
Parking Lot

September 18, 2019

Page 3

Item No. 2 Changes to Specifications

2.1 Section 26 29 13 PUMP STATION CONTROL PANEL

1. Article 2.01: Add "TRIJAY Systems Inc." as a pre-approved equal subject to meeting all requirements of this specification section.

2.2 Section 00 41 13 BID FORM

1. The attached Bid Form replaces previous version in its entirety.

2.3 Section 01 21 00 Allowances

1. The attached section replaces previous section in its entirety.

2.4 Section 01 22 00 Unit Prices

1. The attached section replaces previous section in its entirety.

Item No. 3 Changes to Drawings

3.1 Sheet C-512

1. The attached drawing replaces the previous version in its entirety.

END OF ADDENDUM

**GEORGETOWN READINESS CENTER
DRAINAGE IMPROVEMENTS AND MILITARY VEHICLE PARKING LOT
GEORGETOWN, DELAWARE
PROJECT NO. 2018-02**

UNIT PRICES

Unit prices conform to project specification section 01 22 00. Refer to the specifications for a complete description of the following Unit Prices:

UNIT PRICE No. 1: Undercutting of Parking Lot	\$55.00 / CY
UNIT PRICE No. 2: Foundation Stone, Stormtech Material Location A	\$75.00 / CY

**GEORGETOWN READINESS CENTER
DRAINAGE IMPROVEMENTS AND MILITARY VEHICLE PARKING LOT
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PROJECT NO. 2018-02**

BID FORM

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 thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within _____ calendar days of the Notice to Proceed.

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
- Affidavit of Employee Drug Testing Program
- Bid Security
- (Others as Required by Project Manuals)

**GEORGETOWN READINESS CENTER
DRAINAGE IMPROVEMENTS AND MILITARY VEHICLE PARKING LOT
GEORGETOWN, DELAWARE
PROJECT NO. 2018-02**

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work**. This form must be filled out completely with no additions or deletions.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Sitework	_____	_____	_____
2. Asphalt	_____	_____	_____
3. Electric	_____	_____	_____
4. Concrete	_____	_____	_____
5. Fencing	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

**GEORGETOWN READINESS CENTER
DRAINAGE IMPROVEMENTS AND MILITARY VEHICLE PARKING LOT
GEORGETOWN, DELAWARE
PROJECT NO. 2018-02**

BID FORM

NON-COLLUSION STATEMENT
SUSPENSION/DEBARMENT DISCLOSURE 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 (*to the Delaware Army National Guard*).

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ If yes, please explain (use separate page and include with Bid Form.)

All the terms and conditions of (*Project No. 2018-02*) have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

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.

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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.

END OF BID FORM

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Quantity allowances.
- C. Related Requirements:
 - 1. Section 00 63 73 "Allowance Authorization Form".
 - 2. Section 01 22 00 "Unit Prices" for procedures for using unit prices.
 - 3. Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 ALLOWANCE AUTHORIZATION FORM USE

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.

2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
- C. All unused allowances will be returned to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

1. Allowance No. 1: \$10,000.00 – General utility work including, but not limited to, undercutting of parking lot and utility tie-in conditions that may vary from the plans due to unforeseen issues.
2. Allowance No. 2: \$25,000.00 – General repair of existing fence as identified and approved during construction. Does not include fence repairs as a result of contractor error during construction.

3. Allowance No. 3: \$50,000.00 – Dewatering of groundwater for installation of underground SWM system and/or wet well. Cost of permit included in allowance.

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Undercutting of parking lot.
 - 1. Unit of measurement: Cubic Yards
 - 2. Cost per CY is \$55.00.

- B. Unit Price No. 2: Foundation Stone, Stormtech Material – Location A.
 - 1. Unit of measurement: Cubic Yards
 - 2. Cost per CY is \$75.00.

END OF SECTION