

## CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS

### ADDENDUM NO. 4

#### LUMS POND STATE PARK UTILITY IMPROVEMENTS, PHASE II CONTRACT No. 2015-LP-100

#### ADDENDUM No. FOUR

Project Name: Lums Pond State Park  
Utility Improvements, Phase II

Contract No.: 2015-LP-100

Date of Issue: September 29, 2015

Notice No. 2: Attach this addendum to the Project Manual for this project. It modifies and becomes part of the Bidding Documents. Work or material not specifically mentioned herein is to be as described in the main body of the specifications and as shown on the drawings.

Bids Due: Friday, October 2, 2015 at 11:00 AM

DNREC Division of Parks and Recreation  
Richardson and Robbins Building  
89 Kings Highway  
Dover, DE 19901

#### QUESTION

1. In reference to addendum #2 response to question 7, what is the anticipated value of the proposed bath house building? We need to know this to figure the cost of the building permit.

**Delete Section 01020 – Allowances in its entirety and replace with the new Section 01020 – Allowances. Contractors are to include \$10,000 in Bid Item 1 – Mobilization to cover the cost of the building permit. Contractor will prepare the permit application based on cost of building provided by DNREC upon procurement. Payment amount for building permit application fee will be the fee listed on the building permit. Any deviations from allowance amount will be handled with a change order.**

#### DRAWINGS

1. Drawing E-03 – Transformer T19 detail: Change panel PL5A and PL5B to read PL19A and PL19B respectfully
2. Drawing E-03 – Transformer T20 detail: Delete reference to Panel PL20. Distribution Enclosure shall contain the indicated (1) 100A2P & (1) 200A2P NEMA 1 enclosed circuit breakers.

#### SPECIFICATIONS

1. Specification Section 16400, 2.01H Standards: Delete line item "4 Delmarva Power Company Requirements." in its entirety.

## **CLARIFICATIONS**

The following is a list of documents to be included with the bid:

- A. Subcontractor list
- B. Non-collusion statement
- C. Bid security
- D. Construction Contract Statement of the American Iron and Steel (AIS) Requirement – Delete Appendix 4, Page 56 of Specifications Document and replace with the attached Appendix 4.
- E. EPA FORM 6100-3 Form to be filled out by DBE, DBE Subcontractor Performance Form - (Page 75 of Specifications Document).
- F. EPA FORM 6100-4 Form to be filled out by bidder, DBE Subcontractor Utilization Form- (Page 77 of Specifications Document).
- G. Non-Discrimination Compliance Statement Form, to be submitted by all bidders, (Page 86 of Specifications Document).
- H. Certification of Non-Segregated Facilities Form, (Page 87 of Specifications Document)
- I. Documentation of DBE (WBE/MDE) efforts (e.g., e-mail, phone calls, faxes)

#### Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the **DNREC- Division of Parks and Recreation** (“Purchaser”) and the **State of Delaware** (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

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Bidder Signature

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Date

## SECTION 01020 - ALLOWANCES

### TABLE OF ARTICLES

1. RELATED DOCUMENTS
2. SUMMARY
3. EXAMINATION
4. PREPARATION
5. SCHEDULE OF ALLOWANCES

### ARTICLE 1: RELATED DOCUMENTS

- 1.1 Drawings and general provisions of the Contract, including General Conditions, Supplementary General Conditions, General Requirements, and other Division- 1 Specification Sections, apply to this Section.

### ARTICLE 2: SUMMARY

- 2.1 This Section specifies administrative and procedural requirements for Allowances.
- 2.2 Selected materials and equipment are specified in the Contract Documents by Allowances. In some cases, these Allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- 2.3 Types of Allowances may include the following (Refer to “Schedule of Allowances” included at the end of this Section):
  - A. Lump-sum Allowances.
  - B. Unit-cost Allowances.
  - C. Contingency Allowances.
- 2.4 Selection and Purchase:
  - A. At the earliest practical date after award of the Contract, advise the Owner of the date when the final selection and purchase of each product or system described by an Allowance must be completed to avoid delaying the Work.
  - B. At the Owner'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 specifically selected (in writing) by the Owner.
- 2.5 Submittals:
  - A. Submit proposals and recommendations for purchase of products or systems included in Allowances, in form required for Change Order.
  - B. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each Allowance.

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- 2.6 Coordinate Allowance Work with related work to ensure that each selection is completely integrated and interfaced with related work.
- 2.7 Lump-Sum Allowances and Unit-Cost Allowances:
- A. These Allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the Allowance delivered at the site, and all applicable taxes.
  - B. The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original Allowance shall be included separately in the Contract Sum and not in the Allowance.
  - C. Whenever the cost is more than or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order:
    - i. Change Order Mark-up: The amount of each change order resulting from final selection of products and systems covered by an Allowance shall be the difference between the Contractor's purchase price amount and the Allowance, and shall not include Contractor's mark-up (or subcontractor's mark-up) except to the extent clearly demonstrated (by Contractor) that either scope of installation or nature of work required was changed from that which could have been foreseen from description of Allowance and other information in Contract Documents. No mark-up is permitted for selection of higher or lower priced materials or systems, of same scope and nature as originally indicated.
    - ii. Change Order Data: Where applicable, include in each Change Order proposal both the quantities of products being purchased and unit costs, along with total amount of purchase to be made. Where requested, furnish survey-of-requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts.
- 2.8 Contingency Allowances:
- A. Use the Contingency Allowance only as directed for the Owner's purposes and only by Change Orders that indicate amounts to be charged to the Allowance.
  - B. Change Orders authorizing use of funds from the Contingency Allowance, for purchase of products and equipment, will include Contractor's related costs and reasonable overhead and profit margins. These related costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
  - C. At Project Closeout, credit unused amounts remaining in the Contingency Allowance to the Owner by Change Order.
- 2.9 Unused Materials:
- A. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
  - B. When requested by the Owner, prepare unused material for storage by Owner where it is not economically practical to return the material for credit. When directed by the Owner, deliver unused material to the Owner's storage space. Otherwise, disposal of unused material is the Contractor's responsibility.

## ARTICLE 3: EXAMINATION

### ALLOWANCES

## LUMS POND STATE PARK UTILITY IMPROVEMENTS – PHASE II

- 3.1 Examine products covered by an Allowance promptly upon delivery for damage or defects.

### ARTICLE 4: PREPARATION

- 4.1 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.

### ARTICLE 5: SCHEDULE OF ALLOWANCES

- 5.1 Allowance No. 1: Include, in the Bid, the Lump Sum of \$5,000 for the purchase of Bid Item No. 2 - Traffic Control as indicated on the Bid Form and as specified in Division 1, Section 01025.
- 5.2 Allowance No. 2: Include in Bid Item 1 - Mobilization the amount of \$10,000 for the pre-fabricated bath house building permit application fee. Contractor will prepare the permit application based on cost of building provided by DNREC upon procurement. Payment amount for building permit application fee will be the fee listed on the building permit. Any deviations from allowance amount will be handled with a change order.

END OF SECTION 01020 – ALLOWANCES

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