

*Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Jamie L. Sechler, P.E.*

**PARKING LOT REHABILITATION
AT
DELAWARE STATE POLICE TROOP 4
23652 SHORTLY ROAD
GEORGETOWN, DELAWARE 19947
OMB/DFM #MC4506000080
DBF #0586B038.C01
MAY 22, 2020**

ADDENDUM NO. 3

The following items shall become a part of the contract documents. Contractor must acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.

- Item 1 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.
- Item 2 Substitutions: All substitution requests must be made in writing through the plan holder before 5:00 P.M. on June 12, 2020.
- Item 3 Changes to Specifications
- 3.1 Section 00 41 13 Bid Form: Attached are revised pages 1 -5.
 - 3.2 Section 00 43 13 Bid Bond: Attached is new bid bond.
 - 3.3 Section 01 21 00 Allowances: Attached is new section.
 - 3.4 Section 01 23 00 Alternates: Attached is new section.
 - 3.5 Section 26 04 99 Common Work Results for Electrical, Article 2.04A:
 - 3.5.1 Change Specification Section 01 25 00 to 00 21 13, Article 3.3.
 - 3.6 Section 26 56 19 LED Exterior Lighting, Article 2.2.A:
 - 3.6.1 Add Paragraph 3:

The lighting design has been previously been submitted and approved by Sussex County. Attached is drawing E-2A which is a copy of the approved submission. Any substitution requests for lighting shall be accompanied with a Point by Point analysis demonstrating that the new fixtures and poles meet or exceed the current design. Drawing E-2 shall be used for the PXP background.

Item 4 Changes to Drawings

- 4.1 Drawing E-2. See revised Drawing E-2 which will include the following:
 - 4.1.1. Add Sheet Note 9: Provide new loop detector wiring where shown. Install per DeIDOT Construction Standard Detail T-9.
Refer to:
https://deldot.gov/Publications/manuals/const_details/pdfs/2013/sd_t09-1.pdf?cache=1590023760105.
 - 4.1.2 Revise ductbank callouts on site plan.
 - 4.1.3 Add new ductbank detail 9/E-3.
- 4.2 Drawing E-2A:
 - 4.2.1 Add new Drawing to Electrical Drawing Set.
- 4.3 Drawing E-3:
 - 4.3.1 Detail 7/E-3: Identify conduit entering new Sonotube base as new and connected via conduit coupling to existing conduit, outside of base.

Item 5 Questions / Clarifications: Received as of 5:00 P.M. on May 20, 2020

- 5.1 *Pre bid meeting minutes Item 11 states- A safety permit is needed from Del DOT and DBF will work with the selected contractor on application of permit. Do we know the expected time it will take to obtain this permit? Is this the same permit as a commercial entrance permit? **A safety permit will take approximately two (2) weeks to obtain. This permit is different and simpler than a commercial entrance permit. The safety permit is only needed for work at the entrance or in DeIDOT ROW.***
- 5.2 *Pre bid meeting minutes Item 20 states- Completely removing existing asphalt. Are we to go by this statement for the entire site or follow direction given on drawings for mill / overlay and full depth pavement removal? **The existing pavement will be fully removed. The gravel base will be scarified and graded. For existing areas where the grades will be lower, the contractor will be required to excavate and provide an 8" GABC. For areas that call for full depth, the full depth section consists of 3" of bituminous concrete over 9" GABC. The existing pavement section is 3" bituminous concrete over 8" GABC.***
- 5.3 *Will existing PVC fence be removed to enable paving work? **Contractor shall include removal and re-installation of 3 panels (and posts as necessary) for a total width of 24' for work during Phase 1 to allow for access. The remaining PVC fence will remain in place.***
- 5.4 *Pre bid meeting minutes Item 11 states a DNREC plan has been approved. Who is responsible for contacting DNREC for inspection prior to removal of E/S controls? **A Standard Plan has been approved for this project. The contractor will be responsible for all required notifications.***
- 5.5 *Are the duct bank, light poles and boxes to be considered base bid? **Electrical excavation, conduits, pole foundations and all underground***

infrastructure to be included in Base Bid. We have added clarification to Alternate #1.

- 5.6 *Alternate 2 calls out trimming of selected trees. Can you please identify which trees get trimmed in order to price the work?* **Alternate 2 has been removed. We have added an Allowance (#3) of \$2,500.00 to perform select trimming. Select trimming will be identified post award and post light pole installation.**
- 5.7 *Spec Section 32 92 00 Turfs and Grasses 1.6(a) Qualifications – Due to the minimal grass disturbance for the duct bank is a project list of successful turf establishments including size and contact information acceptable as an alternate to the certifications listed?* **Yes.**
- 5.8 *Contract Specs call for a power study, Overcurrent Protective Device Short Circuit Study, Overcurrent Protective Device Coordination Study and Overcurrent Protective Device Arc Flash Study.*
- 5.8.1 *Question 1- Have any of these studies been done on the existing equipment that will remain?* **No previous power system study has been performed for this facility. This will be the first one.**
- 5.8.2 *Question 2 – Who is responsible for the utility power contact for contribution information?* **Contractor to contact Delmarva Power for this information.**
- 5.8.3 *Question 3 – Is the garage to be included in these studies?* **No, only include the equipment shown on the single line diagram per Specification Section 26 05 70 Article 1.02B.**
- 5.9 *Will a detail be provided for duct bank conduits for entrance to the electric room?* **No additional information is required. The area inside the fence is a stoned area with concrete pads beneath the equipment shown on the drawing. Installation is a means and methods issue.**
- 5.10 *Can the duct bank be concrete encased? If so what guide lines should the contractor use?* **Contractor at their option may concrete encase the ductbank; however, it is not shown that way on the drawings and it is not a contractual requirement.**
- 5.11 *Does the emergency generator supply the entire facility with power when in use, how often does it need refueling?* **Refer to Single Line Diagram to determine what is fed by the generator. No additional information is available for refueling. Note; although Drawing E-3 identifies this as a Natural Gas unit, it is a Diesel fired unit.**
- 5.12 *How long will the contractor have uninterrupted access to phase 1 once the work begins?* **The contractor will never have uninterrupted access. The facility will remain active and open 24/7 during contract period.**
- 5.13 *When phase 2 begins, what entry/access plan should the contractor assume?* **The contractor will need to provide a single lane ingress / egress to the facility.**
- 5.14 *What provisions should the bidder assume as far as motorized gate and controls, will they need to be removed to perform the paving work?* **Refer to Drawing E-1 for extent of gate operator demolition.**

- 5.15 *Who is responsible for restoring the magnetic loop sensor upon completion of the asphalt work?* **Electrical contractor to install new loop detector in new asphalt paving through conduits currently shown.**
- 5.16 *Who determines and what measurement will be used for unit prices and allowances? in place surveyed compacted cubic yards or other?* **The measurement for unit prices and allowances are listed in their respective sections. In place compacted cubic yards is the measurement for cubic yards.**
- 5.17 *The wage rate that is included in the specifications is labeled for 2019. Please clarify if we should be using the one provided or the 2020 heavy wage rate?* **The 2020 Wage Rate as provided in Addendum 1 shall be used for this project.**
- 5.18 *Is construction trailer required for project?* **A construction trailer is not required.**
- 5.19 *I need clarification on the conduit runs. On the E-2 drawing it shows a conduit run detail 1 on E-3. The detail shows 4'1" and 2-2.5" conduits. There is a 11X17 Quazite box with 2-2.5" conduits running from electric room to this box. Is the intent to also have 2-2.5" conduits in the conduit runs designated as Detail 1?* **See revised Drawing E-2 for new ductbank callouts and new ductbank detail.**
- 5.20 *On dwg E-2 they show a Quazite box with 2 – 2.5" conduits going to the electric room. These conduits run along with the duct bank which also shows 2 – 2.5" conduits per detail 1 on E-3. Is the intent for the 2 – 2.5" conduits to run in all the duct bank? If yes where do they terminate?* **See reply to 5.20 Above. (2) – 2 ½" conduits start in electric room and terminate at the 11" x 17" Quazite box with internal divider for future use.**
- 5.21. *I notice that the bid bond was made to cover the Delaware Army National Guard. Is that correct? Please advise.* **The bid bond is incorrect. A new bid bond form is included in Addendum 3.**
- 5.22 *The bid bond form in the specifications references the National Guard, is this the correct bid bond form?* **See response to Question 21.**
- 5.23 *Will a new bid form bid issue with the alternates that were discussed at the pre-bid?* **A new bid form is included in Addendum 3.**
- 5.24 *The plans call for a 3" mill of the existing hot mix but there is also a grading plan, do we just perform the 3" mill or do we follow the grading plan? Using the grading plan would result in up to a 6" cut in some areas of the existing pavement.* **The contractor is to follow the grading plan. In areas where there is a cut, a full depth removal and replacement will be required to ensure there is a minimum of 8" GABC and 3" of bituminous concrete.**
- 5.25 *Who is responsible to relocate the car port?* **The contractor is responsible to disassemble the car port, mark it for reassembly and palletize the car port.**
- 5.26 *Does the entire LOD get silt fence? It is not clear as shown on sheet C-5.* **No. The line type labeled LOD/SF gets the silt fence.**

END OF ADDENDUM

STATE OF DELAWARE
OFFICE OF MANAGEMENT & BUDGET
DIVISION F FACILITIES MANAGEMENT
CONTRACT #MC450600080
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ALLOWANCE No. 2: Provide an allowance of \$5,000 for unforeseen utilities work which may consist of repairing broken conduit, unknown utilities, etc.

ALLOWANCE No. 3: Provide an allowance of \$2,500 for select trimming of existing trees that would impact the lighting levels of the new light poles.

ALTERNATES

Alternate prices conform to applicable project specification Section 01 23 00 - Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed-out part that does not apply.

ALTERNATE No. 1: Contractor shall provide all wiring, electrical work including power system study, poles and fixtures.

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 2: All work will be performed at night from 1900 to 0700 beginning on Sunday and ending on Saturday.

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 3: All work will be performed 24/7 for the duration of the project.

Add/Deduct: _____
(\$ _____)

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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
- Affidavit of Contractor Qualifications
- Bid Security
- (Others as Required by Project Manuals)

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BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. 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.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1. Asphalt	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
2. Electrical	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

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3.	Landscaping	_____	_____	_____
	A.	_____	_____	_____
	B.	_____	_____	_____
	C.	_____	_____	_____
4.	Concrete	_____	_____	_____
	A.	_____	_____	_____
	B.	_____	_____	_____
	C.	_____	_____	_____

STATE OF DELAWARE – OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. MC4506000080, to be paid to the **State** for the use and benefit of State of
Delaware OMB/DFM for which payment well and truly to be made, we do bind ourselves, our and each of
our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these
presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the State of Delaware OMB/DFM a certain proposal to enter into this contract for the
furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if said
Principal shall well and truly enter into and execute this Contract as may be required by the terms of this
Contract and approved by the State of Delaware OMB/DFM this Contract to be entered into within twenty
days after the date of official notice of the award thereof in accordance with the terms of said proposal, then
this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

_____ Name of Bidder (Organization)
Corporate Seal By: _____ Authorized Signature
Attest _____ Title
_____ Name of Surety
Witness: _____ By: _____
_____ Title

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 ALLOWANCES 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.

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

ALLOWANCE No. 1: Provide an allowance of \$27,500 for undercutting to include removal of 250 CY of dirt and 250 CY of GABC in areas that fail proof rolling. Replace with 500 CY of GABC and compact.

ALLOWANCE No. 2: Provide an allowance of \$5,000 for unforeseen utilities work which may consist of repairing broken conduit, unknown utilities, etc.

ALLOWANCE No. 2: Provide an allowance of \$2,500 for select trimming of existing trees that would impact the lighting levels of the new light poles.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the bidding requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept the corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

Schedule of Alternates:

- A. Alternate No. 1: Contractor shall provide all wiring, electrical work including power system study, poles and fixtures.
- B. Alternate No. 2: All work will be performed at night from 1900 to 0700 beginning on Sunday and ending on Saturday.
- C. Alternate No. 3: All work will be performed 24/7 for the duration of the project.

END OF SECTION