

ADDENDUM NO. 2
DHSS HERMAN HOLLOWAY PHASE 2 PRIMARY UPGRADES
1901 N. DUPONT HIGHWAY, NEW CASTLE DE 19720
OMB/DFM PROJECT: MJ3501000008
DATE OF ISSUE: MAY 16, 2017

- 1.0 This addendum, Addendum No. 2, shall be made part of the Project Manual and Drawings dated April 24, 2017 for the DHSS Herman Holloway Phase 2 Primary Upgrades. 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.
- 2.0 Sealed bids for OMB/DFM Contract No. MJ3501000008-Holloway Campus Phase 2 Primary Upgrades will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, in the reception area of the Facilities Management Office in the Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901 until **2:00 p.m. local time on Thursday, May 25, 2017**, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened. **NOTE, THERE IS NO CHANGE TO BID DUE DATE.**
- 3.0 Changes to Specifications
 - 3.1 Section 26 05 13 Medium Voltage Cables
 1. Article 2.1.A Cables. CHANGE Standard of Design to Prysmian, with Okonite & Kerite equivalents acceptable.
 2. Article 2.3.I: DELETE paragraph and INSERT "Prysmian Cat #: 20193788.
- 4.0 Changes to Drawings:
 - 4.1 There are no changes to Drawings
- 5.0 Substitution Requests
 - 5.1 There was one substitution request from Bradley Electro; however, this substitution request lacked the required documentation and was submitted after the deadline. As a result, it will not be considered for approval.
- 6.0 Questions/Clarifications
 - 6.1 The contract documents (AIA General Conditions) state the following:
15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

6.1 (continued)

The supplementary general conditions (Section 00 73 13) then state the following:

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES:

Delete Paragraph 15.1.6 in its entirety.

Could you please clarify this deletion, and its intent? With the current verbiage we will have to decline to bid. Would you be willing to negotiate different verbiage to the consequential damages?

REPLY: The Supplementary General Conditions modify the AIA General Conditions and are prepared by the State of Delaware, Division of Facilities Management. The Supplementary General Conditions cannot be waived, modified, negotiated or changed in any form. All bidders are bound by Specification Section 00 73 13.

7.0 A site walk through was conducted on Thursday, May 4, 2017. Contractors in attendance were: The Ryan Group, Carr & Duff.

END OF ADDENDUM #2

EF/ef
16-1177A Holloway Phase 2 Addendum #2

CC: All Registered Plan Holders