



ARCHITECTURE
ENGINEERING

August 16, 2011

Re: **TRI-COUNTY COUNCIL/CAREER CENTER SITE IMPROVEMENTS PROJECT**
Salisbury, Maryland
2009145.00

ADDENDUM FOUR

The contract documents for the above referenced project, dated July 20, 2011 are amended as follows:

CLARIFICATION

1. In regards to the bid acceptance, will the DBE percentage on the bid be accepted on the base bid, and amended after award if alternates are taken?
Answer: The DBE goal will be assessed on the percentages achieved in the base bid. The selection of alternates will not have an adverse effect on the award of the bid to the successful Contractor.
2. When does the Owner anticipate issuing the Notice to Proceed?
Answer: The estimated Notice to Proceed date is on, or around September 19, 2011. Actual Notice to Proceed date will occur once the funding sources approve the successful bid.
3. Will the Owner consider suspending time charges if weather conditions prevent construction of temperature/moisture sensitive materials?
Answer: The Contractor shall include time for normal weather delays based on averages for the months work is being performed. Time extensions for severe weather beyond normal conditions will be addressed per the specifications.
4. Will the Owner consider adding a price adjustment clause to the contract for asphalt binder? This would protect both the Owner and Contractor from fluctuations in the price of asphalt.
Answer: No.
5. Plan Sheet C-101, Note R-11: The note states "Drain existing pond in its entirety, eliminate all debris and material and remove top 6" of soil; Contractor to ensure no punctures or removal of clay liner. See Sheet C-302 for additional details/testing." Is there an existing clay liner present in the existing pond? According to the proposed grading plan the pond needs to be excavated 7' below existing elevations in order to install gravel wetland. Please clarify.
Answer: Remove statement "Contractor to ensure no punctures or removal of clay liner." The existing liner will need to be disturbed to attain design grades.
6. Plan Sheet C-101, Note R-1: What demolition permits are required?
Answer: The Contractor is responsible for obtaining all required demolition permits and complying with all requirements of the permits including any close-out procedures, administration, etc. The Owner will pay the cost of the permits charged by the governing agency should permits be required.



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7. Plan Sheet C-101, Note R-16: Who is responsible for relocating existing CATV line?
Answer: It is the Owner's desire to leave the existing CATV line in place where shown on the existing conditions/demo drawing. This line is a 1" multiple service line. The Contractor shall not disturb or damage the line during construction. The Contractor shall test pit the line at regular intervals prior to the start of construction and provide the Owner with documentation of the depth and elevation of the line. If the depth is shallow and will conflict with the proposed work then the Owner will coordinate and pay for lowering and/or relocating the line where necessary. The Contractor must provide this request at the beginning of the job in order to provide the Owner with adequate time to make necessary adjustments. No claims for delay will be considered if the Contractor fails to coordinate this item early in the job. The Contractor is responsible for repairing any damage done to the line at their expense.
8. Plan Sheet C-201, Note G-6: Is the proposed monument sign part of this contract?
Answer: No. It will be part of a future bid.
9. Plan Sheet C-201, Note G-18: Is the proposed building canopy part of this contract?
Answer: No. It is already under construction as part of the building renovations.
10. Plan Sheet C-201, Note G-19: Are you referring to the existing two rail timber fence running along Rt. 50 with concrete post?
Answer: The fence should match the existing fence for post spacing, number of rails, and rail height. The rails shall also match the rail type along Route. 50. (We believe the fence is three rails – Contractor shall verify) However, concrete posts are not required. Wooden posts of the same style as the rails may be used. The posts shall be installed to the depth recommended by the supplier and post holes backfilled and compacted to 95%-98% maximum density.
11. Plan Sheet C-901, Pipe Bollard Detail: Where are the pipe bollards being installed?
Answer: The pipe bollard detail is not being used in this contract. No pipe bollards are required to be installed.
12. Will fire lane striping be required? If so, can you provide a fire lane plan?
Answer: No, at this time there is no requirement for fire lane striping.
13. Plan Sheet C-201, Note G-20: The plan view of the dumpster enclosure shows a swing gate. Can you please provide a detail?
Answer: A CAD detail is not available at this time, but can be provided once contract is awarded. The gate shall be 8' high, black vinyl coated chain link and posts to match the other site fencing. Posts shall be 4" diameter minimum. Hinges shall swing 180°. Gates to be reinforced with truss rods .Black PVC privacy slats providing 90% opacity shall be installed in the chain link fabric. Cane bolt with galvanized pipe drop hole set in concrete shall be provided for each leaf in the open and closed positions. Provide locking drop hasp.
14. Addendum #3, Question #3 - What is the DBE goal and where in the contract documents does it reference it?
Answer: The DBE goal is 23.6% and is in Exhibit 6, two pages before the AIA Document A201-2007.
15. Is a field office required?
Answer: The Owner will make an office available in the building for the Contractor to use as a field office (100-150 square feet). The Owner will provide electricity for the office but the Contractor will be responsible for telephone and other utilities.



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16. Is a temporary fence required around entire perimeter of project?

Answer: The Owner will gate the site entrance each night to discourage trespassing. Fencing is not required by the Owner while renovations to the site and building are on-going. Once the parking lot is completed and the building opens to the public, it is the Contractor's responsibility to provide fencing for pedestrian protection from final site work in progress. The amount of fencing and locations will be dependent upon the areas still under construction. It is the Contractor's liability and responsibility to protect the public from construction activities until the project is completed.

PROJECT MANUAL

1. SECTION 003000 – BID FORM
 - a. REPLACE with Bid Form (Revised) issued via this addendum.

DRAWINGS

1. SHEET C-101, EXISTING CONDITIONS AND DEMO PLAN
 - a. NOTE R-11.
 - i. DELETE “Contractor to ensure no punctures or removal of clay liner.”
2. SHEET C-902, CONSTRUCTION DETAILS
 - a. DELETE 6' Chain Link Fence Detail.

Attachment: BID FORM (REVISED)

END OF ADDENDUM NO. FOUR

200914500-CC_Addendum4.doc

BID FORM (REVISED)

TO: John J. Donegan III, Technical Services Director,
Tri County Council for the Lower Eastern Shore of Maryland
101 W. Green Street
P.O. Box 99
Snow Hill, Maryland 21863

RE: **Tri County Council-Career Center Site Improvements Project**
31901 Comtek Lane,
Salisbury, Maryland 21801

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Contract Documents to complete all WORK as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER has examined the site and locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as BIDDER seems necessary.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the Notice To Proceed and to fully complete Phase 1 (Parking Lot and Entrance Construction) of the Project within 94 consecutive calendar days thereafter. A construction schedule documenting this will be required to be submitted in accordance with Section 013200 Construction Progress Documentation. BIDDER further agrees to pay as liquidated damages, \$1,789.00 per calendar day as defined in the General Conditions.

Receipt of the following addenda to the drawings and specifications is hereby acknowledged:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BASE BID: Stipulated Lump Sum:

The sum of _____ Dollars, (\$ _____)

BIDDER hereby agrees to furnish all labor, materials, equipment and services required for the project.

LIST OF SUBCONTRACTORS:

Bidders must complete Section 004150 - Subcontractor Listing for this project at time of bid. Upon award of the Contract, the General Contractor must supply a completed AIA G705-2001, List of Subcontractors.

UNIT PRICES:

1. Excavation and removal of unsuitable soils from site and replacement with compacted select fill per cubic yard, allow _____ Dollars per cubic yard, (\$ _____ cy).

ALTERNATE NO. 1: Provide Metal Halide Exterior Lighting in lieu of LED Fixtures specified.

1. Provide and install metal halide lighting system and controls as noted on Drawing E-302 Site Lighting Fixture Schedule instead of LED fixtures and controls specified as base bid in same schedule.

DEDUCT _____ Dollars, (\$ _____)

ALTERNATE NO. 2: Substitute bituminous pavement in visitor parking lot.

1. Provide bituminous pavement in parking lot as indicated on Sheet C-601 in lieu of concrete pavement. Pavement will consist of both heavy duty sections and light duty sections in quantities indicated on Sheet C-601.

DEDUCT _____ Dollars, (\$ _____)

ALLOWANCE NO. 1: Lump-Sum Allowance: Include the sum of \$ _____ for furnishing & install PVC liner in Gravel Wetland as described on sheet C-302.

1. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.

ALLOWANCE NO. 2: Quantity Allowance: Include 2,200 cu. yd. of unsatisfactory soil excavation and disposal off-site and replacement with satisfactory soil material from off-site, as specified in Division 31 Section "Earth Moving"

1. Coordinate quantity allowance adjustment with unit-price requirements in Division 01 Section "Unit Prices."

In submitting this bid we agree:

1. This offer is binding and cannot be withdrawn until sixty (60) days from date of Bid.
2. To accept the provisions of Instructions to Bidders.
3. To enter into and execute a contract, if awarded on the basis of this Bid, and to furnish performance and payment bonds in accordance with the Instructions to Bidders and Supplementary Conditions.
4. To accomplish the WORK in accordance with the Contract Documents.
5. Owner will award based on review of lowest responsive and responsible bidder based on alternates, submitted proposed substantial completion date and bidders qualification.
6. All subcontractors or suppliers furnishing over \$100,000 in combined labor and material are bondable.

Owner will review base bids from responsive bidders, submitted proposed substantial completion dates and bidders' qualifications. Owner will make the award based on his best interests.

We have attached the required bid security to this bid.

(1) Signature when Bidder is an individual:

Respectfully submitted,

Date

Firm Name

Owner

(2) Signature when Bidder is a partnership:

Date

Firm Name

Signature of Partner

Signature of Partner

Signature of Partner

(3) Signature when Bidder is a Corporation:

Date

Firm Name

By _____

Corporate Seal

Title

NON-COLLUSION STATEMENT

The Bidder hereby attests that he has not conspired with any other party in an attempt to bid a fixed or set price.

Signed: _____

Title: _____

WITNESS:

SUBSCRIBED AND SWORN to, and before me, a Notary Public,

of the State of _____

County of/City of _____

Signed: _____

Title: _____ Notary Public _____

This _____ day of _____, 2010

Maryland Contractor's License # _____

Federal EI # _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

BUY AMERICA CERTIFICATION

Contractor is to complete one of the sections below and submit with their bid.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

or

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

END OF BID FORM (REVISED)