

May 13, 2025

Via Electronic Mail

To: Plan Holders

RE: Verdantas Project No. 22708
Wastewater Collection System Repair Phase 1
Millsboro, Delaware
Addendum No. 2

Enclosed is one (1) copy of Addendum No. 2 for the referenced Contract Documents. Please include the addendum in your consideration and preparation of your bid.

Thank you.

Sincerely,

VERDANTAS LLC



Shaun M. Condrón, ENV SP
Project Manager

Enclosures: Addendum No. 2

CONTRACT DOCUMENTS
WASTEWATER COLLECTION SYSTEM REPAIR – PHASE 1
MILLSBORO, DELAWARE
ADDENDUM NO. 2
MAY 13, 2025

ITEM NO. 1:

INVITATION TO BID

Delete the last sentence and add the following:

No bid may be withdrawn within eighteen (18) days after the actual date of the bid opening.

ITEM NO. 2:

INSTRUCTIONS TO BIDDERS

Delete the first sentence of B.19. and add the following:

No Bidder may withdraw a bid within eighteen (18) days after the actual day of the bid opening.

Delete the first sentence of B.23. and add the following:

If a contract is to be awarded, the Owner will give the apparent successful Bidder a Notice of Award within eighteen (18) days after the day of the bid opening.

Delete the first sentence of B.24. and add the following:

The party to whom the contract is awarded will be required to execute six (6) copies of the Agreement and obtain the Performance Bond and Payment Bond within five (5) calendar days from the date when Notice of Award is delivered to the Bidder.

ITEM NO. 3:

BID FOR UNIT PRICE CONTRACT

Delete the last sentence of Item No. 2 and add the following:

Bidder will sign and deliver six (6) counterparts of the agreement and other documents required by the bidding documents within five (5) days after the date of Owner's notice of award.

Delete the first sentence of Item No. 4 and add the following:

Bidder agrees that the work will be Substantially Complete within 10 calendar days after the date when the contract times commences to run and completed and ready for final payment within 15 calendar days after the date when the contract times commences to run.

Delete the last paragraph on BUP-4 and add the following:

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract within 5 days and deliver Bonds as required by the Contract Documents.

ITEM NO. 4:

AGREEMENT

Delete "The Contractor hereby agrees the Project will be substantially completed within 120 consecutive calendar days completed and ready for final payment within 150 consecutive calendar days after the date when the Contract Time commences to run." and add the following:

The Contractor hereby agrees the Project will be substantially completed within 10 consecutive calendar days completed and ready for final payment within 15 consecutive calendar days after the date when the Contract Time commences to run.

ITEM NO. 5:

SUPPLEMENTARY CONDITIONS

Add Section SC-L. PROJECT TIMELINE:

L.1. Town Council is scheduled to review the award recommendation at their June 2, 2025, meeting. It is anticipated that The Notice to Proceed will be issued on June 9, 2025. The Contractor must achieve substantial completion within 10 consecutive calendar days and be ready for final payment within 15 consecutive calendar days. All project work must be completed by June 30, 2025.

ITEM NO. 6:

SECTION 01330 – SUBMITTAL PROCEDURES

Delete the first sentence of 1.3(C)(2) and add the following:

Initial Review: Allow 2 working days for initial review of each submittal.

Delete the first sentence of 2.1(D) and add the following:

Contractor's Construction Schedule: Submit within five (5) calendar days of the effective date of the Agreement and not less than two (2) calendar days before the scheduled start of construction.

WASTEWATER COLLECTION SYSTEM REPAIR – PHASE 1
MILLSBORO, DELAWARE
ADDENDUM NO. 2
MAY 13, 2025

ITEM NO 1: PRE-BID REQUESTS FOR INFORMATION

1) Question: Do prevailing wages apply for this project?

Response: No, prevailing wages do not apply for this project.

ITEM NO 2: REVISION TO ADDENDUM NUMBER 1

Delete the Response to Question No. 5 and add the following:

Town Council is scheduled to review the award recommendation at their June 2, 2025, meeting. It is anticipated that The Notice to Proceed will be issued on June 9, 2025. The Contractor must achieve substantial completion within 10 consecutive calendar days and be ready for final payment within 15 consecutive calendar days. All project work must be completed by June 30, 2025.

INVITATION TO BID – REVISED (Addendum No. 2)

Sealed bids for the WASTEWATER COLLECTION SYSTEM REPAIR – PHASE 1 project will be received by the Town of Millsboro, Delaware until 2:00 p.m. local time on May 22, 2025. The bids will then be publicly opened and read aloud in The Town of Millsboro - Town Center, 322 Wilson Highway, Millsboro, Delaware 19966.

The project is located in the Town of Millsboro in Sussex County, Delaware.

The work consists of, but is not limited to, the repair of approximately 1,320 linear feet of existing 8-inch, 1,210 linear feet of existing 10-inch, and 630 linear feet of existing 12-inch gravity sewer mains, using Cured-In-Place-Pipe (CIPP) construction methods, by-pass pumping, restoration of all surfaces disturbed by construction and other associated work.

The Contract Documents may be examined at:

Verdantas LLC
1060 South Governors Avenue, Suite 101
Dover, DE 19904

The Contract Documents and Addenda (but not the Bidding Package) may also be viewed and/or downloaded at no charge via the internet at the Verdantas Plans Room: <https://bids.verdantas.com>. The bidder shall be responsible to check for Addenda and obtain same from the web site.

An electronic file of the Bidding Package may be obtained upon payment of \$45.00 to Verdantas, LLC. Documents may be ordered by registering and paying online at <https://bids.verdantas.com>. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering or paying for the documents.

A pre-bid meeting will be held at the Town of Millsboro – Town Center, 322 Wilson Highway, Millsboro DE at 10:00 a.m. local time on April 28, 2025.

The Town of Millsboro reserves the right to waive any informalities and to reject any or all bids. Each Bidder must submit a bid security of not less than ten (10) percent of the bid amount, in a form and subject to the conditions provided in the Instructions to Bidders. ~~No bid may be withdrawn within sixty (60) days after the actual date of the bid opening.~~ **No bid may be withdrawn within eighteen (18) days after the actual date of the bid opening.**

INSTRUCTIONS TO BIDDERS – REVISED (Addendum No. 2)

IB-A. GENERAL

Definitions

A.1. The general terms used in the Contract Documents have the meanings indicated by the definitions given in the General Conditions.

A.2. Where appropriate, supplemental definitions of a specific or technical nature are stated in the Specifications or in other portions of the Contract Documents.

Interpretations

A.3. Any questions regarding the meaning or intent of the Contract Documents shall be submitted in writing to the Engineer at least five (5) days prior to the scheduled date for opening of the bids. Any questions received less than five (5) days prior to the scheduled date of opening of bids will not be answered.

A.4. Replies from the Engineer, if issued, will be issued as Addenda to the Contract Documents and will be mailed or delivered to all parties recorded by the Engineer as having received the bidding documents.

A.5. Only responses issued by formal written Addenda to the Contract Documents will be binding. Oral and other interpretations or clarifications are not a part of the Contract Documents and will be without legal effect.

A.6. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.

Location and Description of Project

A.7. The project is located in the Town of Millsboro in Sussex County, Delaware.

A.8. The work consists of, but is not limited to, the repair of approximately 1,320 linear feet of existing 8-inch, 1,210 linear feet of existing 10-inch, and 630 linear feet of existing 12-inch gravity sewer mains, using Cured-In-Place-Pipe (CIPP) construction methods, by-pass pumping, restoration of all surfaces disturbed by construction and other associated work.

Examination of Contract Documents and Site

A.9. Before submitting a bid, each Bidder must thoroughly examine the Contract Documents and visit the site to become familiar with all local conditions that may in any way affect the performance of the work. Bidder must comply with all Federal, State, and local laws, ordinances, rules, and regulations affecting the performance of the work. Bidder must carefully correlate observations and determinations regarding the work to be performed with all the requirements of the Contract Documents.

A.10. Before preparing and submitting a bid, each Bidder will, at Bidder's own expense, make such surveys, investigations, and evaluations as Bidder may deem necessary to determine Bidder's bid prices for performance of the work within the terms of the Contract Documents.

A.11. By the submission of a bid for the project work, the Bidder makes an incontrovertible representation that Bidder has complied fully with the requirements set forth in Paragraphs A.9. and A.10. above.

CCTV Inspection Reports

A.12. CCTV Inspection Reports by RedZone Robotics (RedZone) on the existing wastewater collection system presents information and data obtained for purposes of evaluation. The portion of the report applicable to the work is provided as an Appendix to the Contract Documents in order to make the information and data readily available to Bidders and Contractors.

A.13. There is no warranty, expressed or implied, given to Bidders or Contractors by the Owner or Verdantas, LLC regarding the data or any representation of the CCTV reports findings or their adequacy to serve the purposes of Bidders and Contractors. Bidders and Contractors should not rely solely on the information and data described therein, but should obtain whatever information and data they deem necessary for their purposes.

A.14. The CCTV Inspection Reports provided by RedZone are not a part of the Contract Documents for this project.

Qualifications of Bidders

A.15. Only bids submitted by firms considered by the Owner to be qualified to successfully undertake and complete the project in a timely manner will be considered responsive.

A.16. All Contractors or Subcontractors who are listed on the HUD/DOL consolidated List of Debarred, Suspended, or Ineligible Contractors are ineligible to bid. All bids submitted by a debarred Contractor or Subcontractor will be rejected.

A.17. Each Bidder must be prepared to submit, within five (5) days of the Owner's request, written evidence to demonstrate Bidder's qualifications to satisfactorily undertake and complete the project. Such evidence shall include, but not be limited to, financial data, previous experience, evidence of authority to conduct business in the State of Delaware, availability of manpower, tools, plant, etc., to carry out the work in a timely fashion and the related qualifications and experience of subcontractors and suppliers proposed for significant portions of the work.

Engineer

A.16. The Engineer for this project is Verdantas LLC. The Engineer's mailing address 1060 S Governors Ave., Suite 101, Dover, Delaware 19904

IB-B. BIDDING AND AWARD

B.1. A pre-bid meeting will be held to afford Bidders the opportunity to examine the site of the project work and to discuss with the Owner and Engineer any appropriate items pertaining to the Contract Documents or the project.

B.2. The date, time, and place for the pre-bid meeting will be as stated in the Invitation to Bid.

B.3. No statements or discussions offered at the pre-bid meeting will in any way revise, supplement, or otherwise affect the project requirements as presented in the Contract Documents unless questions raised during the pre-bid meeting are answered by formal written Addenda issued to all parties recorded by the Engineer as having received the Bidding Documents. Such Addenda will become a portion of the Contract Documents and will be binding.

Preparation of Bids

B.4. The separate Bidding Package shall be returned intact with any attachments securely fastened. The Contract Documents need not be submitted with the Bidding Package.

B.5. The contract time and liquidated damages for the project are stated on the bid form.

B.6. Complete sets of the Bidding Documents shall be used in preparing bids. Neither the Owner nor Engineer assume any responsibility for errors or misinterpretation resulting from the use of incomplete sets of the Bidding Documents.

B.7. Estimates of work quantities that are stated on the bid forms are approximate only and have been used by the Engineer as a basis of estimating the cost of the work and will also be used for the purpose of tabulating and comparing the bids and awarding the contract. The Engineer has endeavored to estimate the quantities correctly according to Engineer's knowledge of the project and the information shown on the Drawings. There is no guarantee or warranty, expressed or implied, that the estimated quantities are accurate and, any Bidder relying upon the accuracy of such estimated quantities in preparing and/or submitting a bid does so at Bidder's own risk. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning quantities of work or of the nature of the work to be done.

B.8. The bid forms and other documentation must be completed in their entirety. All entries shall be made in ink or typewritten. The bid prices of each item on the form must be stated in words and numerals and, in case of a conflict, the words shall take precedence.

B.9. Bids by corporation must be executed in the corporate name by the President or other corporate officer having the necessary authority, and the corporate seal shall be affixed and attested to by the Secretary or an Assistant Secretary of the corporation. Bids by partnerships must be executed in the partnership name and signed by a Partner.

B.10. The Bidder shall:

- a. Provide an acknowledgment of receipt of all Addenda as provided on the bid form.
- b. Include with the bid a list of subcontractors for the project. If the Bidder intends to perform the work with his own forces, that should be so indicated.
- c. Include with the bid a list of suppliers of major items for the project as indicated.
- d. Include with the bid a fully executed Non-Collusion Certification as prescribed in the bidding document.
- e. Submit bid bond of not less than ten (10) percent of the bid in the form of a certified or bank cashier's check made payable to the Owner, or a bid bond issued by a Surety licensed to conduct business in the State of Delaware and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register. The conditions of the bid bond obligations are stated on the Bid Bond form included as part of the Contract Documents. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three (3) lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effective dated copy of their power-of-attorney.

Subcontractors and Suppliers

B.11. The Bidder shall complete all entries on both the Subcontractor and Supplier Lists.

B.12. As required by the Delaware Code, Title 29, Section 6911, the names and addresses of all Subcontractors who are to perform work and labor must be provided with the Bid Form. Only one (1) Subcontractor for each item shall be named. If a subcontractor is not intended to be used for a listed item, the Bidder's name shall be inserted for that item. The work must be awarded to the subcontractor listed, or any substitution must be done in compliance with the above noted Section 6911.

B.13. Payment of an amount determined by the Owner up to but not in excess of twenty-five percent (25%) of the subcontract price for each violation will be required of the Contractor for failure to utilize any subcontractor listed in the Bidder's proposal, unless the Contractor substantiates to the satisfaction of the Owner valid conditions for substitution.

B.14. The Bidder shall complete the Supplier List by identifying the manufacturer of the equipment, not the local or regional sales representative.

Modifications and Withdrawal of Bids

B.15. Bids may be modified or withdrawn by an appropriate document prepared and duly executed in a like manner to that of the bid preparation and executed and delivered to the place where the bids are to be submitted at any time prior to the actual opening of bids.

Receipt and Opening of Bids

B.16. Bids shall be submitted at the time and place indicated in the Invitation to Bid or as modified by any Addenda. Any bid received after the time and date specified shall not be considered.

B.17. The Bidding Package, consisting of the bid forms and other required documents, shall be placed in an opaque sealed envelope. The envelope shall be marked in the upper lefthand corner with the name and address of the Bidder. The envelope shall be marked in the lower lefthand corner as follows: "Wastewater Collection System Repair – Phase 1, Town of Millsboro, Delaware".

B.18. The bids will be opened and the bid amounts will be publicly announced as indicated in the Invitation to Bid or as revised by any Addenda.

B.19. ~~No Bidder may withdraw a bid within sixty (60) days after the actual day of the bid opening.~~ **No Bidder may withdraw a bid within eighteen (18) days after the actual day of the bid opening.** The Owner may, at Owner's sole discretion, release any bid and return the bid security prior to that date.

Award of Contract

B.20. The Owner reserves the right to reject any and all bids and waive any and all informalities or minor defects in the bidding, and reserves the right to disregard all nonconforming conditional bids or counter proposals.

B.21. The Owner, with the assistance of the Engineer, will evaluate the bids, the qualifications of the Bidders, the qualifications and experience of the subcontractors, and the qualifications and capabilities of suppliers. The Owner will conduct such investigations as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any Bidder deemed unqualified, as being non-responsive to the Invitation to Bid.

B.22. If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Project.

B.23. ~~If a contract is to be awarded, the Owner will give the apparent successful Bidder a Notice of Award within sixty (60) days after the day of the bid opening.~~ **If a contract is to be awarded, the Owner will give the apparent successful Bidder a Notice of Award within eighteen (18) days after the day of the bid opening.** Should there be reasons why a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

B.24. ~~The party to whom the contract is awarded will be required to execute six (6) copies of the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder.~~ **The party to whom the contract is awarded will be required to execute six (6) copies of the Agreement and obtain the Performance Bond and Payment Bond within five (5) calendar days from the date when Notice of Award is delivered to the Bidder.** The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the bidder to execute the Agreement, the Owner may consider the Bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

B.25. Performance and Payment Bonds shall be in amounts at least equal to 150 percent of the Contract Price, and in such form and with such sureties as are licensed to conduct business in the State of Delaware and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. Attorneys-in-fact who sign payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power-of-attorney.

B.26. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout.

BID FOR UNIT PRICE CONTRACT – REVISED (Addendum No. 2)

Project Identification: Wastewater Collection System Repair

Bid submitted by _____, hereinafter referred to as Bidder, organized and existing under the laws of the State of _____ doing business as (a corporation)(a partnership)(an individual)(a joint venture), to the Town of Millsboro hereinafter referred to as Owner:

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders. This bid will remain subject to acceptance for a period as stated in the Invitation to Bid. ~~Bidder will sign and deliver six (6) counterparts of the agreement and other documents required by the bidding requirements within fifteen (15) days after the date of Owner's notice of award.~~ **Bidder will sign and deliver six (6) counterparts of the agreement and other documents required by the bidding documents within five (5) days after the date of Owner's notice of award.**

3. In submitting this bid, Bidder represents, as more fully set forth in the agreement, that:

- (a) Bidder has examined and carefully studied the Contract Documents and the following addenda receipt of all which is hereby acknowledged:
(List Addenda by Addendum Number and Date)

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4. ~~Bidder agrees that the work will be Substantially Complete within 120 calendar days after the date when the contract times commences to run and completed and ready for final payment within 150 calendar days after the date when the contract times commences to run.~~ **Bidder agrees that the work will be Substantially Complete within 10 calendar days after the date when the contract times commences to run and completed and ready for final payment within 15 calendar days after the date when the contract times commences to run.** Bidder accepts the provisions of the agreement as to liquidated damages in the event of failure to complete work within the times specified in the agreement. Bidder agrees to pay liquidated damages of \$250 for each calendar day after the time specified for substantial completion and \$125 for each calendar days after time specified for completion and readiness for final payment.

5. Bidder agrees to complete the work in accordance with the Contract Documents for the following prices:

Item No.	Estimated Quantity	Description	Unit Price (Words and Figures)	Total
1	Lump Sum	Mobilization	(\$_____)	(\$_____)
2	630 LF	12" Cured In Place (CIPP) Liner	(\$_____)	(\$_____)
3	1,210 LF	10" Cured In Place (CIPP) Liner	(\$_____)	(\$_____)
4	1,320 LF	8" Cured In Place (CIPP) Liner	(\$_____)	(\$_____)
5	65 EA	Lateral Reinstatement	(\$_____)	(\$_____)
6	1180 LF	Heavy Cleaning	(\$_____)	(\$_____)
Item No.	Estimated Quantity	Description	Unit Price (Words and Figures)	Total
Total Bid Line 1 through 6				(\$_____)

SUBCONTRACTOR LIST

Bidder proposes to utilize the following subcontractors on this project:

Maintenance of Traffic

Name: _____

Address: _____

Bypass Pumping

Name: _____

Address: _____

SUPPLIERS LIST

Bidder proposes to use equipment supplied by the following manufacturers for this project:

Chemical Grout

Name: _____

Address: _____

CIPP Liner

Name: _____

Address: _____

The Bidder understands the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period as stated in the Invitation to Bid after the bids are actually received and publicly announced.

~~Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract within 15 days and deliver Bonds as required by the Contract Documents.~~ **Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract within 5 days and deliver Bonds as required by the Contract Documents.**

Respectfully Submitted:

SEAL - If Bidder is a Corporation

Bidder

BY _____

Attest: _____
Secretary

Address

AGREEMENT – REVISED (Addendum No. 2)

THIS AGREEMENT, made this the _____ day of _____, 20_____,
by and between _____ Town of Millsboro _____ hereinafter called "Owner", and
_____ doing business as
_____,
located in the City of _____, County of _____,
State of _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: Wastewater Collection System Repair – Phase 1 hereinafter called the Project, for the amounts in the attached Bid for Unit Price Schedule, and all extra work in connection therewith, under the terms as stated in the Contract Documents and at Contractor's proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Contract Documents as prepared by Verdantas, LLC, hereafter called "Engineer" and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute this Agreement.

~~The Contractor hereby agrees the Project will be substantially completed within 120 consecutive calendar days completed and ready for final payment within 150 consecutive calendar days after the date when the Contract Time commences to run.~~ **The Contractor hereby agrees the Project will be substantially completed within 10 consecutive calendar days completed and ready for final payment within 15 consecutive calendar days after the date when the Contract Time commences to run.**

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Project is not completed within the times specified above, plus extensions thereof allowed in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Project is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner two hundred fifty dollars (\$250.00) for each day that expires after the time specified for Substantial Completion until the project is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the Project within the time specified for completion and readiness for final payment, or any proper extension thereof granted by Owner, Contractor shall pay Owner one hundred and twenty five dollars (\$125.00) for each day that expires after the time specified for completion and readiness for final payment.

Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

The Owner and the Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or appealed by a duly executed written instrument.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding

upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

ATTEST:

(SEAL)

_____ Secretary	_____ Town of Millsboro Owner
_____	By: _____
_____	_____
_____ Witness as to Owner	_____
_____	_____
_____ Address	_____ 322 Wilson Highway Address
_____	_____ Millsboro, Delaware 19966

ATTEST:

(SEAL)

_____ Secretary	_____ Contractor
_____	By: _____
_____	_____
_____ Witness as to Contractor	_____
_____	_____
_____ Address	_____ Address
_____	_____

SUPPLEMENTARY CONDITIONS – REVISED (Addendum No. 2)

SC-A. GENERAL

A.1. The Supplementary Conditions provided herein supplement, revise or modify the preceding General Conditions.

A.2. In the case of a conflict between the aforementioned document and the Supplementary Conditions, the Supplementary Conditions shall take precedence.

SC-B. CONTRACT DOCUMENTS

Drawings

B.1. Listed herein are the plans for the project dated April 8, 2025 that are part of the Contract Documents and will be the Drawings for the project:

Exhibit 1 - Phase 1, Cured in Place Pipe Repair

Specifications

B.2. Listed herein are the technical specifications for the project dated April 8, 2025 that are a part of the Contract Documents and that will be the Specifications for the project.

Division 1 - General Requirements
Division 2 - Site Construction

Contract Documents Furnished

B.3. The Owner shall furnish to the Contractor five (5) complete sets of the Contract Documents.

B.4. Additional copies of the Contract Documents including the Drawings and/or the bound Project Manual will be furnished to the Contractor upon request, at the cost of reproduction.

SC-C. INSURANCE

C.1. The Contractor's insurance coverage under the requirements of the General Condition shall not be less than the following limits:

- a. General Liability - Bodily Injury - \$500,000/\$1,000,000
- b. General Liability - Property Damage - \$300,000/\$500,000
- c. General Liability - Personal Injury - \$500,000
- d. Automobile Liability - Bodily Injury - \$300,000/\$500,000
- e. Automobile Liability - Property Damage - \$300,000
- f. Worker's Compensation and Employer's Liability - Statutory/\$100,000

C.2. The Contractor shall purchase and maintain property insurance upon the Project to the full insurable value thereof to satisfy the insurance requirements of the General Conditions.

C.3. All insurance coverage of the project by the Contractor shall include contractual liability insurance which shall include Owner and Engineer as additional insured parties.

SC-D. NOTICE TO PROCEED

D.1. The Engineer will provide the Contractor with a written Notice to Proceed that specifies when the Contract Time begins.

SC-E. NIGHT WORK

E.1. The Contractor shall not carry on regular construction activities during the hours between 7:00 p.m. and 7:00 a.m. without the written authorization of the Engineer. Requests for night work shall be submitted to the Engineer at least two (2) full working days in advance.

SC-F. LEGAL HOLIDAYS

F.1. The Contractor shall not carry on regular construction activities on Saturdays, Sundays, or legal holidays recognized by the Town of Millsboro without the written authorization of the Engineer. Construction activities shall not be carried on within the right-of-way of State maintained roads on holidays recognized by the State of Delaware. Requests for working on Saturdays, Sundays, or legal holidays shall be submitted to the Engineer at least two (2) full working days in advance.

F.2. The following shall be legal holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. President's Day
- d. Good Friday
- e. Memorial Day
- f. Juneteenth
- g. Independence Day
- h. Labor Day
- i. Columbus Day
- j. Election Day (every second year, evenly numbered years)
- k. One-half (1/2) day on Election Return Day (every second year, evenly numbered years)
- l. Veterans Day
- m. Thanksgiving
- n. Friday After Thanksgiving
- o. Christmas Eve (1/2 Day)
- p. Christmas Day

F.3. If any of the legal holidays fall on Sunday, the Monday following shall be a legal holiday. If any of the legal holidays fall on Saturday, the Friday preceding shall be a legal holiday.

SC-G. OVERTIME WORK

G.1. The Contractor shall not schedule or carry out regular construction activities to result in a weekly work schedule in excess of 40 hours without the written authorization of the Engineer. Requests for a work period in excess of 40 hours per week should be submitted to the Engineer at least two (2) full days in advance of the start of the work week.

G.2. The Contractor shall reimburse the Owner for the added costs of inspection services and any other costs incurred by the Owner as the result of an overtime work schedule of the Contractor.

G.3. If and when the Owner orders the Contractor to perform work included in the Contract outside of regular working hours for purposes not covered by the Contract, the Contractor shall be paid an extra to the contract price. The payment for such overtime ordered by the Owner shall be at the applicable rate for overtime hours, minus the applicable rate for straight time hours. The Contractor shall not be entitled to extra compensation for overtime necessary to meet the Construction Schedule of Completion.

SC-H. PAYMENTS TO CONTRACTOR

H.1. Payments to the Contractor shall be made as provided by Article 14 of the General Conditions except as provided herein.

H.2. The Engineer shall, within ten (10) days after receipt of each Application for Payment with an invoice, either indicate in writing Engineer's recommendation of payment and present the Estimate to the Owner, or return the Estimate to the Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Estimate. The Owner shall, within thirty (30) days of presentation of a recommendation by the Engineer, and if payment is recommended by the Engineer, pay the Contractor the amount approved by the Engineer.

H.3. Upon application of the Contractor, and subject to sole discretion of the Engineer, payments may be made on the basis of equipment and materials not incorporated in the work but paid for, delivered and suitably stored at the site or at another location acceptable to the Engineer.

H.4. Prior to the final payment, the Owner shall retain five (5) percent of the amount of payment due the Contractor. When the progress of the work is satisfactory, the Owner may, at the Owner's sole discretion reduce the amount retained.

SC-I. MAINTENANCE BOND

I.1. The Contractor shall submit to the Engineer with each Certification of Substantial Completion for all or part of the project, a maintenance bond in an amount no less than one hundred (100) percent of the amount specified in the Certification of Substantial Completion. In the event the certification is for part of the project, the amount specified shall be no less than the total cost, delivered and installed, complete and in-place, of that part of the project but in no case less than the value identified in the approved Schedule of Values. The Engineer may require the Contractor to provide invoices, labor costs and/or such other documentation as may be necessary, in the opinion of the Engineer, to substantiate the amount specified. In the event the certification of Substantial Completion is for the entire project, the amount specified shall be 100% of the final contract price less the sum of all certificates of Substantial Completion previously approved by the Engineer. The term of each maintenance bond shall extend one year from the date of approval of each certificate of Substantial Completion.

SC-J. RELEASE OF LIENS

J.1 Prior to final acceptance of the project, the Contractor shall deliver to the Engineer, for the Owner, a release of liens in a form satisfactory to the Engineer that has been properly executed by all subcontractors and suppliers.

SC-K. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

K.1. It is hereby understood and mutually agreed, by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the Project to be done hereunder are essential conditions of the Agreement; and it is further mutually understood and agreed that the project to be performed under this Agreement shall be commenced on a date to be specified in the Notice to Proceed.

K.2. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Project described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

K.3. If the said Contractor shall neglect, fail or refuse to complete the Project within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part of consideration for the awarding of this contract, to pay to the Owner the amount specified in the Agreement, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the work.

K.4. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

K.5. It is further Agreed that time is of the essence of each and every portion of this Agreement and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Agreement. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Government.
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article; provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

SC-L. PROJECT TIMELINE

L.1. Town Council is scheduled to review the award recommendation at their June 2, 2025, meeting. It is anticipated that The Notice to Proceed will be issued on June 9, 2025. The Contractor must achieve substantial completion within 10 consecutive calendar days and be ready for final payment within 15 consecutive calendar days. All project work must be completed by June 30, 2025.

SPECIFICATIONS

SECTION 01330 - SUBMITTAL PROCEDURES – REVISED (Addendum No. 2)

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Section 01290 "Payment Procedures" for submitting Applications for Payment.
 - 2. Section 01770 "Closeout Procedures" for submitting warranties, Project Record Documents and operation and maintenance manuals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. General: Electronic files of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows.
 - 1. Time for review shall commence on Engineer's receipt of submittal.
 - 2. ~~Initial Review: Allow 15 working days for initial review of each submittal.~~ **Initial Review: Allow 2 working days for initial review of each submittal.** Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 3. Identification: Place a permanent label or title block on each submittal for identification.
 - 4. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 5. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

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- E. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal. Additional copies submitted will be marked with action taken and will be returned.
- F. Transmittal: Package each submittal individually and appropriately for shipping and handling. Transmit each submittal using a transmittal form. Submittals received from sources other than Contractor will be returned without Engineer's review.
 - 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
 - 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents. The Engineer may approve the Contractor's use of a rubber stamp to place the contractors's certification on submittals.
 - 3. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Remarks.
 - i. Signature of transmitter.
 - j. Relevant specification section or Contract Drawing number.
- G. Use for Construction: Use only final approved submittals with mark indicating action taken by Engineer in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit an electronic copy of each submittal, unless otherwise indicated. Engineer will distribute four (4) copies.
 - 2. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 3. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 4. Mark each copy of each submittal to show which products and options are applicable.
 - 5. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.

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- k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
- C. Samples: Prepare physical units of materials or products, including the following:
 - 1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - 2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - 3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 - 4. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
 - 5. Number of Samples for Initial Selection: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected

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- from manufacturer's product line. Engineer will return submittal with options selected.
6. Number of Samples for Verification: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned.
- a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
7. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- D. ~~Contractor's Construction Schedule: Submit within ten (10) calendar days of the effective date of the Agreement and not less than seven (7) calendar days before the scheduled start of construction.~~ **Contractor's Construction Schedule: Submit within five (5) calendar days of the effective date of the Agreement and not less than two (2) calendar days before the scheduled start of construction.** Contractor shall not proceed with the Work until the construction schedule has been approved, in writing, by the Engineer.
- E. Schedule of Payments: Submit a schedule of payments that the Contractor anticipates will be earned during the course of the Work at least fourteen (14) calendar days prior to submission of the first Application for Payment.
- F. Applications for Payment: Comply with requirements in Section 01290 "Payment Procedures."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit an electronic copy.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

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- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- I. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- J. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
- M. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- N. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- O. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

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6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- P. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- Q. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Engineer, Engineer will not review this information but will return it with no action taken.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal to evaluate compliance with Contract Documents, make marks to indicate corrections or modifications required, and return it. The Engineer's review and notations with respect to shop drawings and other submittals do not relieve the Contractor of fully satisfying the Contract Documents in any way and all respects. Engineer will stamp each submittal with an action stamp to indicate action taken, and additional submittal requirements, if any, will be marked as follows:
1. If the returned item is marked "Rejected", the Engineer has determined that the submittal is not adequate to establish that there is compliance with the Contract Documents and a new submission is required.
 2. If the returned item is marked "Revise and Resubmit", it signifies that substantial changes in the shop drawing or other submittals are necessary and that the item must be resubmitted to the Engineer for further review.
 3. If the item is marked "Returned with Notations", it signifies that the Engineer has noted minor changes or additions to the item that are necessary to satisfy the Contract Documents and that a resubmittal is not necessary unless otherwise noted.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

BID ADDENDUM NO. 1 – REVISED (Addendum No. 2)
WASTEWATER COLLECTION SYSTEM REPAIR – PHASE 1
MILLSBORO, DELAWARE

May 9, 2025

ITEM NO. 1: PRE-BID REQUESTS FOR INFORMATION

- 1) **Question:** Will Compressed Thermoform PVC Liner be accepted by the engineer as an alternate to traditional CIPP liner material?

Response: Yes, PVC Liner will be accepted by the engineer, contractor should provide shop drawings if awarded the project.

- 2) **Question:** Will the contractor be allowed to release filtered water removed during pipe vacuuming process back into the sanitary system?

Response: Yes, the contractor can release filtered water removed from pipe cleaning back into the sanitary system.

- 3) **Question:** Are there any well water areas, wetland areas, ground water or other sensitive environments proximate to the work area? If so, are there specific controls required to protect these areas such as “pre-liners”?

Response: Based on the best available information, there are no sensitive areas.

- 4) **Question:** Is just the lateral connection to the main to be grouted after lining? How far up the lateral is to be grouted?

Response: Lateral connections shall be grouted at the sewer mainline interconnection.

- 5) **Question:** How firm is the completion date of June 30, 2025 considering this project bid is due on May 22, 2025.

Response: ~~The completion date is not a firm date as the contract has 120 days until substantial completion. However, given the nature of the work, we anticipate 120 days is significantly greater than the actual number of days required to complete the work. The Town of Millsboro wishes to have work complete before June 30 for internal budgeting purposes, if possible.~~ **Town Council is scheduled to review the award recommendation at their June 2, 2025, meeting. It is anticipated that The Notice to Proceed will be issued on June 9, 2025. The Contractor must achieve substantial completion within 10 consecutive calendar days and be ready for final payment within 15 consecutive calendar days. All project work must be completed by June 30, 2025.**

6) Question: Is the pipe material all Terracotta?

Response: Yes, all the pipes for this project are clay pipes.

7) Question: Is the contractor responsible for cleaning and clipping all roots in the pipes even if not depicted on Exhibit 1 on the project manual?

Response: Yes, the contractor is responsible for all cleaning and root clipping in pipe even if not depicted.

8) Question: Is the contractor required to do any manhole rehabilitation or any adjustments to flow channels?

Response: No, that is not within the project scope.

9) Question: Are there any specific details requiring bypass pumping? Is it the contractor's responsibility?

Response: Bypass pumping is the contractor's responsibility. The bypass pumping schedule should be coordinated with The Town of Millsboro Director of Wastewater, Richard Plack.

10) Question: Is there inflow and infiltration present for any pipes within the scope of work?

Response: Yes, there is inflow and infiltration, but not significant. It is also dependent on the weather conditions.