



**CITY MANAGER'S OFFICE**  
CITY OF NEWARK

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**CITY OF NEWARK**  
**STORMWATER MANAGEMENT RETROFIT ABBOTSFORD BMP**  
**CONTRACT NO. 21-13**

**ADDENDUM 2**  
**January 13, 2022**

Notice to Bidders

- A. This Addendum is issued to all registered plan holders pursuant to the Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of all issued Addenda with their submitted proposal.
- C. **The date for question deadline has passed. The Owner will not respond to any additional questions submitted.**
- D. **Bid are due Tuesday, January 18, 2022 at 2:00 p.m.**

**RESPONSES TO QUESTIONS SUBMITTED VIA EMAIL**

**Question 1:** Please clarify whether a bidder is responsible for identifying design issues or defects in the plans and specifications.

**Answer:** If a design issue is identified by the Contractor, the issue should be submitted to the Owner in the form of a request for clarification.

**Question 2:** We are unsure how to interpret section 9. *Exceptions and Omissions*. Please clarify whether a bidder may make exceptions with its bid or whether exceptions are grounds for Newark to reject the bid.

**Answer:** A bidder may clarify in their bid any exceptions to the bidding documents. Paragraph 5 of the General Conditions states "The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served."

**Question 3:** Please clarify a bidder's obligations for site inspection. Is a bidder considered to be on notice for any conditions beyond those ascertainable on a reasonable visual inspection of the site?

**Answer:** No, the bidder is not expected to be aware of site conditions beyond those ascertainable on a reasonable visual inspection of the site.

**Question 4:** Is a contractor responsible for rectifying damage to the project from force majeure either prior to acceptance or during the warranty period?

**Answer:** Contractor is responsible for rectifying damages from force majeure events prior to final completion of the project, but not during the warranty period.

**Question 5:** In the event of force majeure, will a contractor be excused from performance and/or provided additional compensation and time to perform?

**Answer:** Additional contract time may be issued by the Owner after a force majeure event. However, additional compensation for performing the work in the contract will not be provided.

**Question 6:** Please provide the tax exemption forms referenced in section 4. *Taxes* as well as a tax exemption document that bidders may provide to suppliers to alert suppliers to Newark's tax-exempt status. We may have missed those documents but could not locate them in the bid forms.

**Answer:** These documents will be provided to the awarded contractor.

**Question 7:** Is a contractor responsible for damage to a utility if the utility company in response to a mark out request did not properly mark the utility and despite exercising reasonable care, the contractor damages the utility?

**Answer:** Contractors are to follow the rules and regulations set forth by Miss Utility of Delmarva.

**END OF ADDENDUM #2**