November 10, 2017

To: All bidders of Town of Delhi Municipal Swimming Pool Project

Re: Addendum No. 4 to Construction Contract Documents

Dear Sir/Ms.,

This information modifies and supersedes that information in the original bid set. Please acknowledge your receipt of addendum no. 4 on your bid forms.

The following questions have been asked. Responses are in bold letters.

- 1 The completion date is 180 calendar days. When does the clock start? Is it intended that the contractor start in the winter? The pool contractor has indicated he will need 180 days himself to complete his work. The Town is considering extending the construction period. The clock starts at the notice to proceed date. It is not intended to start work before Spring.
- 2 What plumbing is the general contractor responsible for? What plumbing is the plumbing contractor responsible for? **The plumber is responsible for all work shown on the P1 plumbing drawing. All other piping is by the General Contractor.**
- 3 Is there a fence specification? There is a detail for the fencing shown on Drawing DET-1/5.
- 4 Who is responsible for the maintenance / deck equipment? There is not any specification for it. The GC is responsible for this equipment which can be obtained from any quality reputable source of same. See drawing SW-1/7 for specifics. Delete item 11 of safety equipment schedule.
- 5 There is no specification for the vinyl siding. **Use Certainteed 4**" wide or equal.
- 6 What are the insurance requirements for the project? None indicated in the specifications. **See attached.**

- 7 The documents indicate for the contractor to excavate the site APPROXIMATELY 8 feet. What does APPROXIMATELY mean? There should be specific elevations given. The general contractor will be required to excavate (the Town of Delhi is no longer providing any excavation services) only as necessary for the construction of the pool, bathhouse, and other construction items except for plumbing and electrical work excavation by those trades; no site wide construction is required or expected; delete said notes to that effect as shown on the reduced marked partial S-1/2 drawing. 8 How big of an area is the contractor to excavate 8 feet? There should be specific dimensions given. See 7. Above. There is no longer any need to over-excavate the site.
- 9 The documents indicate the town will fill the site to the final elevations. When will this be done? Before the pool is constructed? In which case the contractor will have to excavate down for the pool. Or after the pool is constructed? The Town is no longer going to provide construction assistance on the work. The GC will be responsible. The GC will be required to put in place and compact Town furnished select earth to 100% standard proctor density as required below the bathhouse, the kid's pool and other construction items to bring them up to necessary grade prior to actual construction as the Town is no longer providing this service. Filling operations will be by the GC to bring the site to final grades shown on Drawing S-1/2 as issued in Addendum No. 1. 10 – Is the concrete deck part of this contract? Drawing S-0/1 only indicates the 5 foot sidewalk. Drawing S-0/1 is informational only to provide overall general work location. Refer to Drawings S-1/2 and S-2/3 for actual construction drawings for the site related work. The concrete deck is part of the GC work. The GC is responsible for all work not specifically shown to be by the PC, the EC or the Town (which will still do parking lot work where shown on Drawing S-2/3).
- 11 Who supplies the propane tank? One note on S-2 indicates the tank is by the supplier. One note on S-2 indicates the tank is by the contractor. The tank will be by the Town. All other work is by the GC except the propane line itself by the PC as shown on the drawings.

- 12 Where is the gate that is indicated on drawing 2/6. **Omit this** detail; there is one 4'wide x 8' height main gate and one 3' height by 3' wide to the kid's pool. All fencing and gates are to be of chain link type. The main fencing surrounding the facility shall be 8' height and the kid's pool fencing 3'height.
- 13 One note on drawing S-1/2 indicates the fence is 6 foot high. One note indicates the fence is 8 feet high. One note indicates the fence is 3 foot high. **See 12. above**
- 14 Who is responsible for the sewer indicated on drawing DET 1/5? Where is it shown on the drawings? **P1 as shown on drawings S-1/2 and S-2/3.**

Sincerely,

Rod Prosser

Rod Prosser, PE, Lakeside Engineering, P.C

ATT: Insurance requirements

INSURANCE REQUIREMENTS A. In General each Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed. The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

- 1. Commercial General Liability Insurance The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the Owner. If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per Project for construction projects. The Owner shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent. Scope of Coverage: Type of Coverage: Amount of Coverage: Policy Period: Named Insured: Additional Insured Parties: Non-Project Specific Occurrence Basis \$1,000,000 per occurrence \$2,000,000 aggregate Annual Policy Contractor Town of Delhi (its officers, employees and agents) Aggregate per Project Endorsement
- 2. Automobile Liability Insurance The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent. Scope of Coverage: Type of Coverage:

Amount of Coverage: Policy Period: Named Insured: Non-Project Specific Occurrence Basis \$1,000,000 combined single limit Annual Policy Contractor 3. Workers' Compensation and Employer's Liability Insurance The Contractor shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NYS Labor Law to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). Policy Period: Named Insured: Annual Policy Contractor The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. Scope of Coverage: Type of Coverage: Amount of Coverage: Policy Period: Named Insured: Non-Project Specific Occurrence Basis \$1,000,000 bodily injury by accident \$1,000,000 bodily injury by disease \$1,000,000 policy limit Annual Policy Contractor 4. Umbrella/Excess Liability The Contractor shall provide Umbrella/Excess Liability insurance limits as follows: For contract amount under \$5,000,000: At least \$1,000,000 limit

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NOTE: THE EXISTING SITE WILL BE
EXCAVATED OF DEMOLITION & DEBRIS
MATERIAL TO AN APPROX. 8'0 DEPTH. CLEAN
SELECT FILL MATERIALS WILL THEN BEPROVIDED BY OTHERS, FULLY COMPACTED,
TO THE APPROXIMATE POOL BOTTOM
ELEVATIONS SHOWN MINUS ONE PT. (\*/-),
HEREON. ALL EROSION MANAGEMENT,
GRADING, TOP SOIL, SEEDING, & OTHER
WORK FOR FINAL COMPLETION SHALL BE BY
CONTRACT G-1

NOTE: TOWN WILL FILL SITE TO
APPROXIMATE GRADES REQUIRED FOR
CONSTRUCTION, CONTRACTOR DOES FINAL
GRADING, TOPSOIL, SEED, ETC.



LAKESIDE ENGINEERING'P.C.

(	REVISIONS:			
	No.	DATE	DESCRIPTION	
	1.	7/31/17	POOL SIZE 20' x	
	Z	11/16/19	ADDENDU	
		e l		

PROJECT:

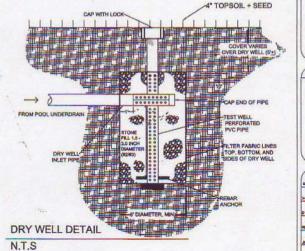
TOWN OF DELHI, NEW YORK MUNICIPAL SWIMMING POOL & BATH HOUSE PROJECT

DRAWING TITLE:

SITE PLAN OF POOL AREA & DRY WELL DETAIL

ar. 10/30/17	DRAWING NO:
AS SHOWN	
S.D./J.X	SHEET NO. S-1/2
PRINTED P. R.P.	
DT016-001	

ROSION CONTROL/SILT FENCE.
YPJEFER TO EROSION CONTROL
IOTE ON DWG. DET. 1 RUN ENTIRE
OOL PERIMETER.



OF POOL AREA

10'