

ADDENDUM NO. 1

WORTON WWTP DEWATERING EQUIPMENT REPLACEMENT GMB FILE NO. 240004A

General Note: The following supplementary data is hereby made a part of this project. The General Contractor is responsible for notifying his suppliers and subcontractors regarding items covered by all addenda.

PRE-BID MEETING

1. The Pre-Bid Meeting Minutes and Sign-In Sheet from the July 24, 2025, Pre-Bid Meeting are attached and shall be inserted into and made part of the specifications.

CONTRACTOR QUESTIONS

Below are written questions received at the Pre-Bid Meeting and through July 31, 2025. Wording of some questions may have been modified to suit the format of this document.

1. *Are bid documents required to be purchased from GMB?*

No. Bid documents are available for download from the Kent County website and Maryland eMarketplace as stated in the advertisement.

2. *Is there a time limit on this project?*

Yes. This project needs to be completed sooner rather than later and is expected to take a maximum of 60 days. There is a 3-week timeline for approvals for a contract to go through the Commissioners, and the budget for this project is only valid for the Fiscal Year 2026. KCDPW would like this to be completed before winter, if possible.

3. *Are there any records of the volume of sludge flow?*

No, the flow rate is barely affected by tourists/vacationers or college students. Worton WWTP does not receive wastewater from the college.

4. *The RFP packet says that shop drawings are required, but are they necessary for this project?*

Corrected from Prebid meeting. Shop drawings are required. Shop drawings must be submitted for all items not supplied by PWTech. Submissions should follow the requirements outlined in the Project Manual and the Drawings, as necessary for the proper completion of the Work.

5. *Are the start-up and commissioning picked up by the County or the contractor?*

Vendor start-up services are part of the pre-purchased equipment agreement. The contractor's portion of start-up and commissioning will be the responsibility of the contractor.

6. *Is the vendor aware of the project and prepared for startup?*

The vendor will be available for startup. The vendor will be provided with and adhere to the awarded contractor's schedule.

7. *How do you plan to execute portions of the bid form that are specifically for excavation and exterior construction? Isn't this all interior work that has nothing to do with excavation?*

Yes, this is all interior work, except for the conveyor support stand outside and exterior portions of the false wall. The Schedule B unit price items are contingency items and add-alternates in case there are any issues with installation of the Schedule A bid items.

8. *Section 09260 Gypsum Board Assemblies: Are there wallboard specifications?*

Gypsum board is replaced with marine grade plywood as shown on Plan Sheet Q3.1 Rev 1 attached with this Addendum. Section 09260 will be removed as part of this Addendum.

9. *Section 09720 Fiberglass Reinforced Wall Panels: Does this mean baseboard and trim?*

No, this specification was included by mistake. It will be removed as part of this Addendum.

10. *Will vendor contacts be stated in the addendum?*

Yes. Pre-purchased Dewatering Equipment Vendor/Manufacturer's Contact Information:
Process Wastewater Technologies, LLC (PWTech)
9004 Yellow Brick Road, Suite D
Rosedale, MD 21237
Contact: Nikki Mars, Project Manager
Phone: (410) 238-7977
Email: nmars@pwtech.us

11. *Is there a door profile in the specifications? Also, is there a key schedule for this door?*

KCDPW wishes to match the doors already there, and hopefully match the master key, if possible.

12. *What are the weights of the equipment?*

Estimated shipping weights (and approximate sizes) are as follows:

- a. Press + Flocculator Tank: 4,500 lbs (160"L x 50"W x 68"H)
- b. Control Panel: 2,500 lbs (48"L x 12"W x 62"H)
- c. Conveyor: 2,315 lbs (12"dia x 16'-4 1/2"L)
- d. Polymer Crate: 450 lbs (36"W x 56"L x 52"H)
- e. Flowmeter: 50 lbs (12"L x 12"W x 24"H)

13. *Can you please confirm if MBE solicitation is a requirement for this project?*

MBE solicitation is not required as this project is not being funded by MDE. However, Kent County would like to encourage MBE/DBE solicitation, but it is not mandatory.

SPECIFICATIONS

1. SECTION CONTENTS – TABLE OF CONTENTS – **DELETE** “00200-1 THRU 00200-14” and **REPLACE** with “00200-1 THRU 00200-14”; **DELETE** “09260-1 THRU 09260-6” and **DELETE** “09720-1 THRU 09720-3”.
2. SECTION 00200 – INSTRUCTIONS TO BIDDERS – **DELETE** SECTION 00200 and **REPLACE** with SECTION 00200
3. SECTION 09260 – GYPSUM BOARD ASSEMBLIES – **DELETE** SECTION 09260.
4. SECTION 09720 – FIBERGLASS REINFORCED WALL PANELS – **DELETE** SECTION 09720.

PLANS

1. SHEET Q3.1 – VOLUTE DEWATERING PRESS ES-302 – **DELETE** SHEET Q3.1 and **INSERT** the attached revised SHEET Q3.1 which includes revised 6” FALSE WALL DETAIL showing the marine grade plywood.

PLEASE ACKNOWLEDGE THIS ADDENDUM ON PAGE 00410-3 OF THE BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD RESULT IN REJECTION OF YOUR BID.

*** END OF ADDENDUM NO. 1 ***

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PRE-BID MEETING MINUTES

WORTON WWTP DEWATERING EQUIPMENT REPLACEMENT CHESTERTOWN, MARYLAND

GMB FILE No. R240004A

A Pre-Bid Meeting was held on Thursday, July 24, 2024, at 10:00 a.m. at the Kent County Department of Public Works Conference Room. Those in attendance included:

<u>Name</u>	<u>Organization</u>	<u>Email</u>	<u>Phone</u>
Daniel Mattson	KCDPW	dmattson@kentgov.org	410-778-2600
Mike Moulds	KCDPW	msmoulds@kentgov.org	410-778-4253
Jessica Conner	KCDPW	jconner@kentgov.org	410-778-2600
Eric Grubb	Bearing Construction	egrubb@bearingconstruction.net	410-708-6903
Keith Bilbrough	Bilbrough Electric	keith@bilbroughelectric.com	410-924-2664
Rick Mazol	Chesapeake Turf	rick@chesapeake-turf.com	302-922-1317
Levi Higgins	Chesapeake Turf	levi@chesapeake-turf.com	757-814-8354
James Compton	Com-Bro Contracting	james.compton@com-bro.com	443-812-3531
Aaron Fibelkorn	George & Lynch	afibelkorn@geolyn.com	302-387-9011
Andrew Mattson	M2 Construction	est@m2constructionllc.com	717-305-8801
Matt Michels	Premier Service Grp.	mmichels@premier-sg.com	410-804-7822
J.B. Moore	GMB	jmoore@gmbnet.com	302-257-9978

Items of discussion were as follows:

I. Overview of Pre-Bid Meeting / Introductions

- A. Owner: County Commissioners of Kent County, Maryland, represented by Daniel Mattson, PE, Director of Public Works, Mike Moulds, PE, W/WW Consultant, and Jessica Conner, Procurement Manager.
- B. Engineer: George, Miles & Buhr, LLC (GMB), represented by J.B. Moore.

II. Project Background

- A. Kent County owns and operates a Wastewater Treatment Plant (WWTP) located at 25300 Chinquapin Road, Worton, MD 21678. The facility currently uses a mechanical screen that has reached the end of its service life. This project involves replacing the existing screen with a new volute sludge dewatering screen system, manufactured and supplied by PWTech, of Rosedale, MD. The complete dewatering system has been pre-purchased by Kent County and is currently stored onsite.

III. Project Scope

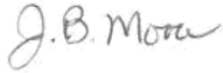
- A. Demolition of the Existing Dewatering Screen System: This work includes dismantling and removal of the existing screen, steel support structure, electrical components, piping, and any other appurtenances not designated for reuse; offsite disposal of all removed equipment and materials not intended for retention by Kent County; dewatering room cleanup, including the removal of all loose debris from the room; concrete pad restoration, including repairs to any damage caused during the removal of the support structure; and grouting of anchor bolt holes or any other surface irregularities that may interfere with the installation of new equipment. All demolition activities shall be performed in a safe and orderly manner, ensuring minimal disruption to surrounding systems and infrastructure.
- B. Sludge Dewatering Screen Installation: This work includes transporting all pre-purchased equipment from the onsite pole building to the existing dewatering room, setting and anchoring the equipment on the existing concrete pads; installing the incline screw conveyor and all associated piping required for system integration; connecting new screen wash water piping, polymer potable water supply piping, sludge feed piping, screen filtrate piping, and flocculator tank drain piping; installing pipe supports and spill containment pallets for existing polymer drums and the provided polymer skid; performing all field wiring and electrical modifications or improvements; ensuring full integration of the new sludge dewatering system with the existing building and coordination with ongoing facility improvements; and providing all necessary appurtenant items to deliver a fully functional and operable sludge dewatering system as depicted in the Contract Drawings.
- C. New Wall Installation: Includes providing and installing a new non-load bearing 6-inch galvanized steel stud wall system to infill the existing 8-foot high by 10-foot-wide bay door opening. The work includes: providing and installing a galvanized steel stud wall system, insulation, painted marine-grade plywood interior sheathing, metal siding to match existing building exterior; one 3'-0" x 6'-8" metal-clad door with window and egress hardware; and framing an opening for the incline screw conveyor, including a neoprene gasket to seal around the penetration, as shown on the Contract Drawings.
- D. All work shall be in accordance with all Kent County standards.

IV. Bidding Information

- A. Bids Due / Bid Opening:
 - a. Bids are due **Thursday, August 14, 2025, at 10:00 a.m.** (EST)
 - b. Bids shall be mailed or hand delivered to:
Kent County Department of Public Works
709 Morgnec Road
Chestertown, MD 21620
 - c. Bids will be publicly opened and read at 10:00 a.m.

- B. No bids may be withdrawn within 60 days of the Bid Due Date.
 - C. 10% Bid bond or certified check required with submission of Bid.
 - D. A recommendation for award is anticipated to be presented to Council within **three weeks** of receipt of bids.
- V. Contract Provisions
- A. Contract Duration:
 - a. 60 consecutive calendar days for Substantial Completion.
 - b. 90 days for Final Completion.
 - B. Liquidated Damages:
 - a. \$500 per calendar day for each day beyond the 60 days until Substantial Completion is reached.
 - b. \$250 per calendar day beyond the 90 days to reach final payment.
 - c. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are additive and will be imposed concurrently.
 - C. Performance Bond & Payment Bond: 100% each.
 - D. Project is funded entirely with local funds and has no stipulations typically carried by MDE-funded projects.
 - E. There are no wage rates on this project.
- VIII. Questions / Comments
- A. All questions pertaining to this bid shall be directed to GMB in writing **via email only** to J.B. Moore, jmoore@gmbnet.com by **2:00 p.m., Thursday, July 31, 2025**. Please include the Project Name: **WORTON WWTP DEWATERING EQUIPMENT REPLACEMENT** in the subject heading.
 - B. Questions from Attendees. Written answers are provided in Addendum No. 1. Please acknowledge this addendum on page 00410-3 of your bid. Failure to acknowledge all addenda could result in rejection of your bid.
- IX. Adjournment: The meeting was adjourned at approximately 2:00 p.m.
- X. Following the meeting, potential bidders were allowed to visit the Worton Wastewater Treatment Plant on 25300 Chinquapin Road, Worton, MD to view the existing dewatering room and inspect the prepurchased dewatering equipment stored in the onsite pole building.

Respectfully submitted,



Project Engineer

JBM/slh

Enclosure: Pre-Bid Sign-in Sheet

cc: All Attendees

PLEASE SIGN-IN

PRE-BID MEETING for REQUEST FOR PROPOSALS # WW 26-01

WORTON WWTP DEWATERING EQUIPMENT REPLACEMENT

Thursday, July 24th, 2025 @ 1:00 p.m.

Name	Company & Address	Email	Phone
J.B. Moore	GMB 206 W. Main St SALISBURY, MD 21801	jmoore@gmbnet.com	(302) 257-9978
MATT Michels	PREMIOR	EMT@PRAM, ID-30, CM	410.994.7822
Keith Bilbrough	Bilbrough Electric	Keith@bilbroughelectric.com	410.924.2664
ERIC GRUBB	BEARING CONSTRUCTION	egrub@bearingconstruction.net	410.708.6903
Andrew Mattson	M2 Construction LLC	est@m2constructionllc.com	717.305.8801
Jane Compton	Con-Bro	Jane.Compton@Con-Bro.com	443-812-3531
RICK MAZOL	CHESAPEAKE TURF LLC	RICK@CHESAPEAKE TURF. com	302 922 1317
Levi Higgins	Chesapeake Turf	Levi@chesapeake-turf.com	757-814-8354
Aaron F. Belkorn	George F. Lynch Inc	afbelkorn@geolyn.com	302-387-9011
Michael Moulds	KCPW	mmoulds@kentgov.org	410-778-4253
Daniel Mattson	KCDPW	dmattson@kentgov.org	410-778-2600
Jessica Conner	KCDPW	jconner@kentgov.org	410-778-2600

PLEASE PRINT CLEARLY

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 ~~Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.~~
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version [insert version number] or later. It is

the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information. It is the Bidder's responsibility to check frequently for addenda posted to the County website and the eMaryland Marketplace Advantage website as noted in the Advertisement for Bids.

C. **Deleted**

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 **Deleted.**

3.02 **Deleted.**

3.03 Bidder is to submit the following information **EJCDC C-451 "Qualifications Statement"** with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- C. ~~Bidder's state or other contractor license number, if applicable.~~
- D. ~~Subcontractor and Supplier qualification information.~~
- E. ~~Other required information regarding qualifications.~~

3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 **Deleted.**

4.02 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to

discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

4.03 **Deleted.**

- 4.04 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at ~~or adjacent to~~ the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at ~~or adjacent to~~ the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. ~~Geotechnical Baseline Report/Geotechnical Data Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).~~

- a. ~~As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~
 - b. ~~The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~
 - c. ~~Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~
 - d. ~~As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. ~~In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:~~
1. ~~[List of other Site-related documents].~~
- Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. ~~Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.~~
- C. ~~The other Site-related documents are not part of the Contract Documents.~~
- D. ~~Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.~~
- E. ~~No other Site-related documents are available.~~

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. ~~Maps to the Site will be available at the pre-Bid conference.~~
- C. ~~A Site visit is scheduled for [designate, date, time and location]. Maps to the Site will be made available upon request.~~
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **[provide contact information]**. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions. **However, Bidder is responsible for making reasonable inspections of site conditions in accordance with Article 6.**
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents. **All Bidders shall acknowledge receipt of all Addenda on the Bid Form. Failure to do so may result in Bid rejection.**
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. ~~Contact information and submittal procedures for such questions are as follows:~~
 - A. ~~[Insert contact information for submittal of questions to Engineer; describe any permissible or required special procedures, such as submittal via a Bidding Documents Website.]~~
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **Ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 10% of the Bidder's maximum Bid price. The Bid Bond included in the Bidding Documents must be completed and submitted with the Bid. All Bids without the properly executed Bid Bond in the format as required herein may be rejected.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder

will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults. **The next low Bidder in order of Bid price shall then be considered the lowest responsive Bidder and the Contract will be awarded to him. Should this Bidder default, the next low Bidder shall be considered and so on. In each case, a defaulting Bidder forfeits the Bid security.**

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or ~~61~~ 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 **Deleted.**

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 **Deleted.**

- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

10.01 **Deleted.**

- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 **Deleted.**

11.02 **Bidders must submit to the Owner a list of the subcontractors proposed for each type of work identified in the Bid Form. Subcontractors shall be duly licensed in the State of Maryland.** ~~The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:~~

A. ~~[List key categories of the Work. Depending on the Project this might include electrical, fire protection, major equipment items].~~

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

11.05 **The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A valued at more than 25 percent of the Contract Price to Subcontractor(s) without prior written approval of the Owner.**

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink **or typewritten** and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein. **Failure to comply may be cause for rejection. No allowances, segregated Bids or assignments will be considered. State all amounts in numerical figures. A bidder shall make no additional stipulations on the Bid Form to qualify his Bid by attachments or any other matter. Stipulations or qualifications will be subject to Bid rejection.**

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach **evidence of** such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.03 **Deleted.**

13.04 **Deleted.**

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.07 **Deleted.**

ARTICLE 14—SUBMITTAL OF BID

- 14.01 ~~The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of~~ **Within each copy of the Bidding Documents,** the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be ~~enclosed~~ **sealed** in a plainly marked package with the Project title, **the Bid Opening date and time, the Bidder's name, address, and Maryland License Number. Each Bid shall be completed on the forms provided.** ~~and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents.~~ If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a

separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. **Oral, telegraphic, electronic, or telephonic Bids are invalid and will not receive consideration.**

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 ~~If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.~~ **Bids may not be withdrawn within sixty (60) days after the Bid Opening.**

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 ~~Bids will be opened privately.~~

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities **or minor defects.** ~~not involving price, time, or changes in the Work.~~
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid **for either combination of the bid options outlined within the Bid Form. This decision will be made at the Owner's discretion.**

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. **Deleted.**
- C. **Deleted.**
- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items as outlined in each of the bid options in the bid form.
- E. **Deleted.**
- F. **Deleted.**

- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 **The Contractor shall be responsible for the payment of any state taxes, if any, assessed in relation to the work, including but not limited to gross receipt taxes.** ~~Owner is exempt from [name of state] state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. [number]).~~ Said Taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

Deleted.

