

**PUR-1091
ADDENDUM NO. 4
INVITATION TO BID
CITY OF HAGERSTOWN WATER & SEWER DEPARTMENT
HAGERSTOWN, MARYLAND
WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK
(CITY PROJECT NUMBER 52-85001-5891-C0275)**

DATE: August 7, 2009

**BIDS DUE: Wednesday, August 12, 2009
2:00 P.M.**

To Bidders:

This Addendum is hereby made a part of the Contract Documents on which all bids will be based and is issued to correct and clarify the original documents.

Please acknowledge receipt of this Addendum at the appropriate space on the Proposal Form by inserting its number and date. This Addendum consists of three (3) pages and one (1) attachment. This addendum forms a part of the Contract Documents as it supplements and/or modifies as follows:

ITEM NO. 1:

No additional tank contractor's have been prequalified for this project.

ITEM NO. 2:

Section 00400, Bid Form:

Replace this section in its entirety with the attached Bid Form.

ITEM NO. 3:

Questions and Responses

The following questions were submitted prior to the question deadline. Each is followed by a response.

1. General: Are there any Contract obligations requiring the prime contractor on this project to perform 50% or more of the work with their own forces? (Such as with SHA)?

Answer: *There are no Contract obligations which require the prime contractor to perform 50% or more of the work with their own forces.*

2. Bid Form, Item 14. Is this pay item intended to pay for the entire sinkhole and voids treatment, including the excavation, geotextile, stone and concrete backfill? If all these items are incidental, will the work be measured by the sum total of the backfill quantities or by the size of the void after excavation?

Answer: *Item shall include payment for the entire sinkhole and voids treatment, including the excavation, geotextile, stone and concrete backfill. The work will be measured by the sum total of the backfill quantities.*

3. Addendum No. 1: Item b) Is the 12" layer of CR-6 backfill beneath the tank considered part of the tank foundation and if so, how is it measured and paid?

Answer: *12" layer of CR-6 below the tank foundation is considered an integral part of the foundation and shall be included (material, placement, and compaction) in pay Item 6. Excavation of this layer shall be paid for under Item 7.*

4. Addendum No. 1: Item d) To what depth are the clays to be removed if encountered at the base of mat slab foundation and will this excavation be measured and paid under item 8?

Answer: *Clays shall be removed to the depth required to expose rock. This excavation shall be paid for under Item 7.*

5. Geotechnical Engineering Report: Page 6) Is the recommended 12" over-excavation at mat subgrade included in the tank foundation excavation Item 7, or is it considered additional rock excavation Item 9?

Answer: *Tank foundation design is the responsibility of the Tank Contractor. Should the Contractor elect to follow the recommendations of the geotechnical report, the additional over-excavation shall be paid for under Item 7.*

6. Section 3-11 B of spec 02200 states that the subsurface grouting program should be implemented after demolition of the existing reservoir is complete, removal of the earthen embankment is complete, and prior to excavation to reach new proposed subgrade. If the demolition is not in conflict with the grouting operation, would it be permissible to perform the grouting operations from the existing concrete slab concurrently with the demo and embankment removal? If so, would measurement and payment for the drill holes begin at the concrete slab elevation?

Answer: *Contractor shall meet the requirements of Section 02200.*

7. Does this contract recognize “third-tier” DBE participation? In other words, if a sub-contractor has additional DBE subcontracts, would this portion of the bid count toward the prime contractor’s DBE participation?

Answer: Please contact the Maryland Department of the Environment.

END OF ADDENDUM NO. 4

BY THE AUTHORITY OF:

Karen R. Luther, CPPO
Purchasing Agent

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

SECTION 00400

Contract

**PUR-1091
BID FORM
CITY OF HAGERSTOWN WATER & SEWER DEPARTMENT
HAGERSTOWN, MARYLAND
WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK
(CITY PROJECT NUMBER 52-85001-5891-C0275)**

NOTE: Bidders shall use this page as a cover page when submitting his/her Bid.

THIS BID IS SUBMITTED TO:

Washington County Purchasing Department
Washington County Administration Building
Third Floor, Room 320
100 West Washington Street
Hagerstown, MD 21740-4748

BIDDER MUST SIGN AND RETURN THE BID IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

Each Bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the Bid Form.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within ten (10) calendar days after the date of OWNER's Notice of Award.

BID FORM (Cont'd)
PUR-1091 - WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK

Bidder's Name

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
- 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, and performance 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, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 4.02 of the General Conditions, and reports and drawings of a Hazardous Environmental Condition, if any, which have been identified in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for have done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. SUBCONTRACTORS – The two (2) lowest responsive, responsible bidders, or as may be further requested by the OWNER, shall submit their list of subcontractors within two (2) calendar days after the bid opening to the Washington County Purchasing Department. The list of subcontractors must indicate the firm's name, type of work, address, and amount of the Contract price at a minimum. No change or

BID FORM (Cont'd)
PUR-1091 - WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK

Bidder's Name

deviation from this list shall be allowed except as determined by the Owner or the Owner's Representative

Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought to obtain for itself any advantage over any other Bidder or over OWNER.

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

SIGNATURE OF BIDDER: _____

BIDDER'S COMPANY/FIRM: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

EXPIRATION DATE: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO.: _____

BID FORM (Cont'd)
PUR-1091 - WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK

Bidder's Name

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

SCHEDULE OF PRICES

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. Unit price shall include, but not be limited to, labor, material, installation, and testing, to provide a complete functioning unit.

CITY OF HAGERSTOWN WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK – SCHEDULE OF PRICES

No.	Item	Unit	Unit Price (figures)	Unit Price (words)	Amount	Total Price
1	West End Tanks – Phase II – Includes all work on the project EXCEPT tank foundation – Tank foundation shall be unit priced	LS			1	
2	Tank Foundation – Mobilization/Demobilization	LS			1	
3	Tank Foundation – Grout Hole Drilling	VF			9,800	
4	Tank Foundation – Concrete Mat Foundation	CY			1,300	
5	Tank Foundation – Grout	CY			1,500	
6	Tank Foundation – Stone Backfill below tank foundation and where soil encountered below mat foundation elevation	CY			1,400	
7	Tank Foundation – Foundation Excavation, including soil and rock excavation	CY			4,800	

BID FORM (Cont'd)
PUR-1091 - WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK

Bidder's Name

8	Additional machine trenching/excavating	CY			100	
9	Additional rock excavation	CY			100	
10	Additional 24" diameter ductile iron piping	LF			100	
11	Additional 16" diameter ductile iron piping	LF			100	
12	Additional Concrete	CY			100	
13	Additional Earth Backfill	CY			100	
14	Additional Void Repair (per Section 02220)	CY			100	

BID ITEM DESCRIPTIONS (CORRESPOND TO ITEM NUMBER IN BID TABLE)

1. The lump sum bid price for this item shall consist of the furnishing of all labor, materials, testing, tools, and equipment necessary to provide a complete project in accordance with the CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS. The price shall include demolition of the existing West End Reservoir (including concrete slab in the location of the West End Phase II tank), chemical facility improvements, one (1) 6.42 MG ground water tank, complete in place, including soil and rock excavation and backfilling, tank appurtenances, splash pads, stormwater management pond, equipment, piping, valve vault construction, fittings, handrails, electrical work, painting, testing, site fence, erosion and sediment control, paving, etc., required for a fully functioning tank as shown and indicated on the Contract Drawings.

Price shall NOT include tank foundation construction and excavation for the tank foundation beginning directly below the existing West End Reservoir concrete slab and extending 5 feet horizontally from the edge of the tank foundation. All other work as detailed in the Contract Documents shall be included in this Item price.

2. This item shall consist of the costs incurred prior to beginning work on the foundation, including equipment mobilization, including grouting and drilling equipment, etc. The unit cost associated with this item shall be a lump sum and shall not exceed 1-1/2% of the value of the sum of Bid Items 3 through 7. In the event an amount greater than 1-1/2% is included for this pay item, the bids will be considered and awarded based on that amount; however, the amount exceeding 1-1/2% will be paid to the Contractor at a time satisfactory to the Owner and Engineer. The Contractor shall have no right to

a claim against Owner or Engineer for delays in paying the amount exceeding 1-1/2%. The additional amount may be treated as retainage over and above the amount otherwise specified in the Contract.

3. The unit price for grout hole drilling shall include equipment and drilling operations for tank foundation subgrade preparation. Quantity is based on approximately 300 grout holes with a 10 foot grid spacing and an assumed depth of 30 feet. Measurement shall be on a per vertical foot basis.
4. The unit price bid for concrete mat foundation shall include foundation design, 18-inch concrete mat foundation, formwork, form stripping, concrete curing, concrete testing, foundation construction, all concrete materials and appurtenances. Measurement shall be on a per cubic yard basis installed, tested and accepted.
5. The unit price bid for grout shall include equipment and grouting operations for tank foundation subgrade preparation. Quantity is based on approximately 300 grout holes with a 10 foot grid spacing and an assumed depth of 30 feet. Grout quantities were estimated based on an assumed grout quantity of 3 to 5 cubic feet per vertical foot of grout hole. Measurement shall be on a per cubic yard basis.
6. The unit price bid for stone backfill shall include equipment, stone backfill material (57 stone), stone backfill installation, material testing, and compaction for tank foundation subgrade preparation. Measurement shall be on a per cubic yard basis.
7. The unit price for foundation excavation shall include excavating, removing and backfilling all soil and solid rock below the existing West End Reservoir concrete slab and extending 5 feet horizontally out from the edge of the tank foundation. Rock is deemed that material which is not capable of being removed using conventional mechanical methods of excavation. Price bid shall include all drilling, blasting, blasting protection, safety (meeting all federal and state requirements governing the use of explosives and blasting agents), excavation, backfill and removal and disposal of materials off-site, and all labor, materials and equipment required to successfully install the tank foundation and remove soil below the tank mat foundation elevation. Contractor shall not be compensated for over excavation of solid rock material. Measurement shall be on a per cubic yard basis.
8. The unit price for additional machine trenching/excavation, a contingency item, shall include excavating, removing and backfilling all material (not determined to be solid rock) which is capable of being removed using conventional mechanical methods of excavation. Price bid includes all safety, excavation, backfill and removal of materials off-site, include all labor, materials and equipment required to successfully install pipelines or appurtenances in open-cut locations. Contractor shall not be compensated for over excavation of soil material. Measurement and payment for additional machine trenching/excavation shall be based on the following width and depth limitations: width – 18” on either side of the pipe bell OD, and depth – 6” below bottom of pipe. Measurement shall be on a per cubic yard basis. Item shall cover additional work that is not currently included in the Contract Documents, at the Owner’s discretion.
9. The unit price for additional solid rock excavation, a contingency item, shall include excavating, removing and backfilling all solid rock which is not capable of being removed using conventional mechanical methods of excavation. Price bid includes all drilling, blasting, blasting protection, safety, meeting all federal and state requirements governing the use of explosives and blasting agents, excavation, backfill and removal of materials off-site, include all labor, materials and equipment required to successfully install pipelines or appurtenances in open-cut locations. Contractor shall not be compensated for over excavation of solid rock material. Measurement and payment for additional rock excavation shall be based on the following width and depth limitations: width – 18” on either side of the pipe bell OD, and depth – 6” below bottom of pipe. Measurement shall be on a per cubic yard basis.

BID FORM (Cont'd)
PUR-1091 - WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK

Bidder's Name

- 10. The unit price bid for furnishing and installing additional 24-inch diameter ductile iron pipe (DIP), a contingency item, shall include site preparation, location of underground utilities, dewatering, all pipe materials, fittings, bends, valves, gaskets, appurtenances, reducers, fence removal and replacement, push-on joints, restrained joints, interior and exterior linings, and temporary seeding of disturbed area. Measurement and payment for additional 24-inch diameter ductile iron pipe shall be based on the following width and depth limitations: width – 18” on either side of the pipe bell OD, and depth – 6” below bottom of pipe. Measurement and payment for additional 16-inch diameter ductile iron pipe shall be based on the following fitting assumptions: one resilient seat gate valve, two 45 degree bends, and one fire hydrant every 500 feet. Shall also include all accessories required to install all fittings in this pay item amount. Payment shall be made on a horizontal plane linear foot basis, after installation, through all bends and fittings. Does not include machine excavation or solid rock excavation which will be paid under Unit Price Items No. 8 and No. 9 respectively. Item shall cover additional work that is not currently included in the Contract Documents, at the Owner's discretion.
- 11. The unit price bid for furnishing and installing additional 16-inch diameter ductile iron pipe (DIP), a contingency item, shall include site preparation, location of underground utilities, dewatering, all pipe materials, fittings, bends, valves, gaskets, appurtenances, reducers, fence removal and replacement, push-on joints, restrained joints, interior and exterior linings, and temporary seeding of disturbed area. Measurement and payment for additional 16-inch diameter ductile iron pipe shall be based on the following width and depth limitations: width – 18” on either side of the pipe bell OD, and depth – 6” below bottom of pipe. Measurement and payment for additional 16-inch diameter ductile iron pipe shall be based on the following fitting assumptions: one resilient seat gate valve, two 45 degree bends, and one fire hydrant every 500 feet. Shall also include all accessories required to install all fittings in this pay item amount. Payment shall be made on a horizontal plane linear foot basis, after installation, through all bends and fittings. Does not include machine excavation or solid rock excavation which will be paid under Unit Price Items No. 8 and No. 9 respectively. Item shall cover additional work that is not currently included in the Contract Documents, at the Owner's discretion.
- 12. The unit price bid for additional Class A1 concrete, a contingency item, shall include site preparation, location of underground utilities, concrete curing, concrete testing, concrete installation, all concrete materials and appurtenances. Measurement shall be on a per cubic yard basis. Item shall cover additional work that is not currently included in the Contract Documents, at the Owner's discretion.
- 13. The unit price bid for additional earth backfill, a contingency item, shall include site preparation, material testing, backfill installation, and all backfill materials. Measurement shall be on a per cubic yard basis. Item shall cover additional work that is not currently included in the Contract Documents, at the Owner's discretion.
- 14. The unit price bid for additional void repair, a contingency item, shall include excavation, site preparation, geotextile, material testing, and void repair in accordance with Contract Specification 02220. Measurement shall be on a per cubic yard basis based on the sum total of the backfill quantities to repair the void. Item shall cover additional work that is not currently included in the Contract Documents, at the Owner's discretion.

The Bidder will complete the Base Bid work for the following price:

TOTAL OF LUMP SUM BID PLUS CONTINGENT ITEMS. \$_____ (Figures)

_____ (Words)

BID FORM (Cont'd) _____
PUR-1091 - WEST END TANKS – PHASE II
GROUND WATER STORAGE TANK

Bidder's Name

Alternate Bids: The Bidder must fill, in the appropriate place below, the net change to the Base Bid for the Alternates listed below.

If the work described in the Alternates does not affect the Base Bid of the Bidder, the Bidder must insert the dollar amount of "zero" in the place provided for the Alternate prices. In the event the Alternates are left blank, or any words other than a dollar amount or "zero" are written, the entire bid may be rejected, at the sole discretion of the Owner.

The price of the Alternates shall reflect the difference in the cost of performing the work for said Alternates and no subsequent claims for extra work or additional work, by reason of said Alternates, shall be considered.

Alternate No. 1: Furnish buried service butterfly valves in lieu of all buried resilient seat gate valves shown on the Contract Documents within the limits of the Contract. Butterfly valves shall be as specified in the Contract Documents.

Alternate No. 1: \$ _____ (Figures)

_____ (Words)

Bidder agrees that the Work will be substantially completed within 360 calendar days, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 390 calendar days, after the commencement of Contract Times as defined in the General Conditions.

Bidder accepts the provisions of the Instructions to Bidders as to liquidated damages in the event of failure to complete the Work within the times specified above.

Respectfully submitted:

Signature

Address

Name/Title Printed

Date

SEAL – (if BID is by a corporation)

License Number (if applicable)

REMARKS/EXCEPTIONS:

