



PURCHASING DEPARTMENT  
DIVISION OF BUDGET & FINANCE

PUR-1513  
ADDENDUM NO. 1  
INVITATION TO BID

**FORT RITCHIE GRAVITY LINES AND MANHOLE REPLACEMENT**

DATE: Tuesday, December 28, 2021

**BIDS DUE: Wednesday, January 12, 2022**

*(Revised Date via – Addendum No. 1) 2:00 P.M. (EDT/EST)*

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. This Addendum consists of six (6) pages and three (3) attachments.

**NOTE: All Bidders must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.**

**ITEM NO. 1:** All references made to the proposal submission due date in the Invitation to Bid document have been extended to no later than **2:00 P.M., (EDT/EST), Wednesday, January 12, 2022**

**ITEM NO. 2:** Inquiry: I'm reaching out in regards to the above mentioned project. Is there a copy of the pre-bid meeting sign-in sheet you can provide me? I greatly appreciate your help!

Response: See attachment "A" to this Addendum.

**ITEM NO. 3:** Refer to the bid document, Pages 300 – 336, Federal Requirements; **DELETE** the

requirements in its entirety. There are no Federal monies associated with this project. All monies used for the project are local monies.

**ITEM NO. 4:** Inquiry: Please clarify exactly what is required to be included with the bid.

Response: **REVISED** Form of Proposal & **REVISED** Schedule of Prices, Bid Bond, and Subcontractors Listing.

**ITEM NO. 5:** Inquiry: There is a MDOT/DBE form within the contract documents requiring 25.2% DBE participation, but I understood from the pre-bid this project is being funded by Washington County. Is there a 25.2% DBE requirement for this project?

Response: The county has elected not to use federal money for this project; therefore, the DBE requirements do not apply.

**ITEM NO. 6:** Inquiry: Is any of the work located withing SHA property

Response: No, there is no work to be done in within SHA property.

**ITEM NO. 7:** Inquiry: Since the new work is being installed at the exact line and grade of the existing, will stakeout and cut sheets be required?

Response: Stakeout shall be done per Specification Chapter 2 Section 201. The contractor shall be required to provide cut-sheets.

**ITEM NO. 8:** Inquiry: Please clarify existing services that need reconnected, method, quantity, location and how they will be paid for.

Response: Existing lateral going to the manholes will be paid for by Pay Item No. 2, see drawings for location and quantities. Existing laterals going to the sewer lines will be paid for by new Pay Item No. 11. Existing laterals that are being connected to the sewer lines and manholes shall be replaced to the edge of trench.

**ITEM NO. 9:** Inquiry: Bid item #10 calls for Filter Logs. What size filer logs?

Response: The contractor shall use 12" filter logs.

**ITEM NO. 10:** Inquiry: Does anyone need to be notified or accompany the contractor before we do a site visit?

Response: No, but we can be available.

**ITEM NO. 11:** Inquiry: Is this prevailing wage job or MBE requirements?

Response: There are no wage scale rates or minority business enterprise requirements.

(NOTE: The wording of all "Inquiries" submitted are displayed exactly as received.)

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**ITEM NO. 12:** Inquiry: General Conditions -7.13, (b), (3), (E) references the need for Builder's Risk insurance coverage. This type of coverage is not typically required on buried utility project such as this since the asset being installed is not subject to theft, fire, etc.

Additionally, this type of coverage is not included within a contractor's standard insurance coverages and would be an additional cost to the project. Please confirm the need for Builder's Risk coverage for this project.

Response: Builder's Risk Insurance is not required for this job.

**ITEM NO. 13:** Inquiry: Section 201 – Surveys & Construction Stakeout references the need for a professional surveyor to stake the lines and grades of the proposed sanitary sewer replacements. Considering that this project consists of new sanitary sewer mains/structures being installed at the same line and grade as the existing sewer system will construction stakeout be required?

Response: Refer to Item No. 7 within this Addendum.

**ITEM NO. 14:** Inquiry: Please confirm that CR-6 shall be used as bedding for newly installed PVC piping as referenced within the project specifications and details.

Response: Both CR-6 and DCR-6 will be acceptable to use for bedding.

**ITEM NO. 15:** Inquiry: The specifications include an entire section related to Federally funded projects. Please confirm if this project is Federally funded and that the requirements outlined in this section are applicable. Also, if this project is Federally funded please confirm if there are prevailing wages that will apply.

Response: Refer to Item No. 3 within this Addendum.

**ITEM NO. 16:** Inquiry: It appears that there is concrete under the asphalt. If so, will the contractor be required to replace the concrete in kind?

Response: The contractor will not be required to replace the concrete, please refer to detail UP1.01 on Sheet 5 for the utility patch detail.

**ITEM NO. 17:** Inquiry: Would the owner consider adding a bid item for test pits via hydro-excavation?

Response: Test pits will be incidental to the project.

**ITEM NO. 18:** Inquiry: Are the laterals to be reconnected at the main or is the contractor required to follow them a certain distance?

(NOTE: The wording of all "Inquiries" submitted are displayed exactly as received.)

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Response: Refer to Item No. 8 within this Addendum.

**ITEM NO. 19:** Inquiry: Is CCTV available?

Response: The county has some CCTV for the lines, it can be available upon request.

**ITEM NO. 20:** Inquiry: Are the trees that are within the LOD's required to be removed or may the contractor trim what is needed to get by them?

Response: Any trees in the LOD will be required to be removed in its entirety, including roots and root balls.

**ITEM NO. 21:** Inquiry: Is there a waste area available?

Response: No, there is not a waste area on site. The contractor shall be responsible to dispose of the waste.

**ITEM NO. 22:** Inquiry: The proximity of the utility pole near MH090-74 is concerning. Would the owner consider shifting MH's 90-74 and 90-75 to the middle of the road?

Response: No, that would be out of the existing easement.

**ITEM NO. 23:** Inquiry: Is the contractor required to remove all of the trees between MH's 90-69 and 90-70?

Response: Refer to Item No. 20 within this Addendum.

**ITEM NO. 24:** Inquiry: Is the project covered by Miss Utility? If not, who will mark the existing utilities?

Response: Yes, it is covered by Miss Utility.

**ITEM NO. 25:** Inquiry: What is the existing pipe? (PVC, terracotta, etc.)

Response: To the county's knowledge the existing pipe is terracotta.

**ITEM NO. 26:** Inquiry: When is the anticipated NTP?

Response: Anticipated NTP is around March 2022.

**ITEM NO. 27:** Inquiry: When the edge of the trench nears the edge of the pavement, is the contractor required to remove the remaining strip? If so, what is the defining line?

(NOTE: The wording of all "Inquiries" submitted are displayed exactly as received.)

Response: Anything less than 2 feet, the contractor shall remove and replace.

**ITEM NO. 28:** Inquiry: I have snipped the paragraph below from the Project Manual for the Fort Ritchie Gravity Lines and Manhole Replacement, Section 203, Pages 14 & 15 which is currently out to bid. It cannot be bid by a contractor as written:

**I. Non-Shrink Grout**

Non-shrink grout shall be used for patching concrete, sealing joints, or setting anchorages, where specified; shall be non-metallic and meet the requirements of ASTM C-827, no shrinkage or expansion. Minimum 28-day compressive strength shall be 6000 psi (ASTM C-39).

Surface preparation, application and curing shall be in strict accordance with the manufacturer's recommendations, and shall be PenngROUT as manufactured by IPA Systems, Waterplug as manufactured by Thoro System, or equal.

**I. The product as specified does not exist or is not available as it is currently named and described.**

- The "Waterplug" brand product was discontinued.
- Thoro System no longer exists.

**II. The ASTM Standard listed and minimum compressive strengths specified are incorrect.**

- The ASTM Standard for Non-Shrink Grout is ASTM C1107 and similarly, the ASTM Standard for Hydraulic Cement is ASTM C1157.
- The minimum 28-day compressive strength for non-shrink grout is 5000 psi, and the correct test reference is ASTM C109.

**Consequently, you have only one specified choice for non-shrink grout/hydraulic cement (in a public bid) and incorrect reference standards for contractors to base their bid.**

Another acceptable equivalent and locally available product option for your specified need manufactured by UGL is "**DRYLOK FastPlug Hydraulic Cement**". I have attached information on this product. (28 day compressive strength – 11,975 psi)

**DRYLOK PRODUCTS ARE PROUDLY MANUFACTURED IN SCRANTON, PA.**

I respectfully request you consider **DRYLOK FastPlug Hydraulic Cement** as an "or equal" and include in an upcoming Addendum.

Response: The DRYLOK FastPlus Hydraulic Cement will be consider an approved equal.

**ITEM NO. 29:** Refer to the bid document, Measurement and Payment Section 200 pages 200-1-200-7; **DELETE** this section in its entirety. Refer to new Measurement and Payment Section 200; pages 200-1-200-7; see attachment "C" to this Addendum.

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**ITEM NO. 30:** Inquiry: Will the new gravity line be placed within the same trench as the existing line?

Response: Yes, the new gravity line will need to be placed within the same trench as the existing line.

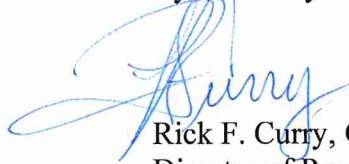
**ITEM NO. 31:** Inquiry: Please verify whether or not this project has neither Wage Scale Rates nor Minority Business Enterprise requirements

Response: There are no wage scale rates or minority business enterprise requirements.

**ITEM NO. 32:** A *REVISED Form of Proposal* (Pages 8 - 11), *REVISED Schedule of Prices* (Pages 12-16) and a *REVISED Measure and Payment* (Pages 200-1 thru 201-8) to include pay item number 11.

**ITEM NO. 33:** As your bid submittal, ***REVISED Form of Proposal, REVISED Schedule of Prices, Bid Bond and Subcontractor Listing*** in accordance with the above-mentioned bid submission deadline: **No later than 2:00 P.M. (EDT/EST), Wednesday, January 12, 2022.**

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing



PUR-1513

Pre-Bid Conference/Teleconference  
Fort Ritchie Gravity Lines & Manhole Replacement

Monday, December 13, 2021

10:00 A.M.

Representative's Name/E-mail (Please Print)	Company / County Dept.	Address City, State, Zip	Phone	Fax
Name Rick Curry E-mail rcurry@washco-md.net	Washington County Purchasing Department	100 West Washington Street, #3200 Hagerstown, MD 21740	240-313-2330	240-313-2331
Name Justin McPherson E-mail jsumcpherson@oldlineconstruction.com	Old Line Const. Inc.	2972 Fenwick Ln Dunkirk MD 21754	301-481-0821	
Name Justin Junkins E-mail Justin.J@mautilities.com	Mid Atlantic Utilities Inc.	726 Petersburg Rd Carlisle PA 17015	717-323-7095	
Name Robin DiGiuseppi E-mail estimating@cwhetzer.com	C. William Hetzer INC.	9401 Sharpsburg Hag. MD 21740 PK	301-733-7300	
Name Randy Hinton E-mail randy@huntsberrybrothers.com	William HUNTZBERRY BROTHERS INC.	21539 Chewsville Smithsburg MD 21785	301-739-8036	
Name Tommy Bell E-mail Tommy.Bell@WFDelaunter.com	W.F. Delaunter & Son, INC.	2 Creamery Way Emmitsburg MD 21727	301-447-5881	
Name Brandon Duriez E-mail bduriez@snyderenv.com	Snyder Environmental Services INC	270 Industrial Blvd Kearneysville, WV 25430	304-725-9140	
Name Jerrad Picarelli E-mail Jerrad.P@mautilities.com	M.A. Atlantic Utilities Inc.	726 Petersburg Rd. Carlisle, PA. 17015	717-418-5118	717-258-1844
Name Ken Shaw E-mail				
Name Anthony Nace E-mail				

EARLE ROSE EROSE@C.WILLIAMHETZER.COM	C.W. Hetzer, Inc.	9401 SHARPSBURG PIKE HAGERSTOWN, MD 21740	301.573.5533	
John Reese	Gabes Services Inc.	70441 Aven Bend Rd. 5294 Argo Dr. Frederick MD 25414	301-831-1333 301-639-7688 301-874-3711	

**PUR-1513**  
**“REVISED” FORM OF PROPOSAL**

(Submit “Revised” Form of Proposal & “Revised” Schedule of Prices)

**Board of County Commissioners  
of Washington County, Maryland  
(Hereinafter called “Owner”)  
c/o Washington County Purchasing Department  
100 West Washington Street, Suite 3200  
Hagerstown, MD 21740**

**BIDS DUE:**  
**Date: Wednesday, January 5, 2022**  
**Time: No later than 2:00 P.M. (EDT/EST)**

Project Name: **FORT RITCHIE GRAVITY LINES AND MANHOLE REPLACEMENT**  
Washington County Bid No.: **PUR-1513**  
Washington County Project No.: **090-1347**  
Washington County Contract No.:

Proposal of \_\_\_\_\_ (hereinafter  
called “Bidder”), \*a corporation, organized and existing under the laws of the State of \_\_\_\_\_,  
\*a partnership, or an individual doing business as \_\_\_\_\_.  
Telephone No. (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Contact: Name & Title Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

\*Insert corporation, partnership or individual as applicable.

**Gentlemen/Ladies:**

The Bidder, in compliance with your Invitation for Bids for the abovementioned project has examined the plans and specifications with related documents and the size of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment, plant and services, and to construct the project in accordance with the Contract Documents and Addenda within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

We hereby submit our proposal for the **FORT RITCHIE GRAVITY LINES AND MANHOLE REPLACEMENT**

Having carefully examined the Contract Documents for the subject construction project -

Specifications dated September 30, 2021  
Drawings dated September 30, 2021

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_;

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_;



and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to properly complete the work, in strict accordance with the Contract Documents, for the stipulated sum of, based on the unit prices set forth in the attached Schedule of Prices:

1. **TOTAL SUM BID:**

To furnish labor, materials, equipment, plant and services necessary to properly complete the work required under the TOTAL SUM BID, based on the unit prices set forth in the attached Schedule of Prices in strict accordance with the aforesaid documents, and to be substantially completed within One Hundred Eighty (180) consecutive calendar days of Notice to Proceed.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(Written) (Figures)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

It is understood that the bid price will be firm for a time period of ninety (90) calendar days from the bid opening date and that if the undersigned is notified of acceptance of this proposal within this time period, the firm shall complete the total work within **One Hundred Eighty (180)** consecutive calendar days from the date of "Notice to Proceed" for construction and to complete the work in accordance with the provisions of the Contract Documents. If this work is not completed within the time period specified, the Contractor will be liable for liquidated damages of Five Hundred (\$500.00) dollars per consecutive calendar day will be applied.

2. **SUBCONTRACTORS:**

- A. All Bidders shall submit their list of subcontractors to the Washington County Purchasing Department with the bid.
- B. No change or deviation from this list shall be allowed except as determined by the Owner or the Owner's Representative.

3. **AWARD:** Award of the bid can be made by the Owner to the responsive, responsible low bidder based on the Total Sum Bid plus Contingent Bid Items C-1 through C-2.

4. **BIDDER'S STATE OF MARYLAND REGISTRATION NUMBER.**

\_\_\_\_\_  
Construction Firm License No.      Date Issued      Place of Issuance

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)      or      Social Security No. (if no FEIN)

Bid Security Bonds shall be submitted with each proposal in the amount of five percent (5%) of the Total Base Bid plus Contingent Bid Items C-1 through C-2.

Bid Bonds, except those of the three (3) low bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within ninety (90) calendar days after the bid opening, then any bond may be returned upon demand of the bidder.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within ten (10) calendar days. The Bid Security attached, in the sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_,  
(Written) (Figures)

is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal. All alternates and unit prices called for in the Contract Documents must be submitted herewith.

**AFFIRMATION/AFFIDAVIT 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/AFFIDAVIT 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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE ABOVE-REFERENCED AFFIDAVITS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT I AM THE DULY AUTHORIZED REPRESENTATIVE OF THE BELOW BUSINESS AND THAT I PROCESS THE LEGAL AUTHORITY TO MAKE THE AFFIDAVITS ON BEHALF OF MYSELF AND THE BUSINESS FOR WHICH I AM ACTING.

BY:

\_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

\_\_\_\_\_  
(Name & Title Printed)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Phone Number)

/ \_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Federal Employer Identification Number)

(SEAL) If bid is by corporation.

*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

**PUR-1513  
SCHEDULE OF PRICES  
Base Bid Items**

ITEM NO.	ITEM (Unit Price Written)	UNIT	APPR. QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1	<b>MOBILIZATION AND DEMOBILIZATION @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	LS	1	\$ _____	\$ _____
2	<b>REPLACEMENT OF MANHOLES @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	EA	17	\$ _____	\$ _____
3	<b>REPLACEMENT OF 8" SDR-26 GRAVITY SEWER @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	LF	1,280	\$ _____	\$ _____
4	<b>REPLACEMENT OF 10" SDR-26 GRAVITY SEWER @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	LF	1,423	\$ _____	\$ _____

**REVISED** Schedule of Prices (Revised 12/28/21 via Addendum No. 1)  
**FORT RITCHIE GRAVITY LINES & MANHOLE REPLACEMENT**  
**PUR-1513**

5	<b>NON-PAVED AREA RESTORATION @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	SY	390	\$ _____	\$ _____
6	<b>PAVED-AREA RESTORATION @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	SY	1,134	\$ _____	\$ _____
7	<b>CURB REPLACEMENT @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	LF	560	\$ _____	\$ _____
8	<b>INLET REPLACEMENT @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	EA	3	\$ _____	\$ _____



9	<b>REHAB LINING OF MANHOLE @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	EA	2	\$ _____	\$ _____
10	<b>FILTER LOG @</b>  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	LF	191	\$ _____	\$ _____
11	Existing Laterals @  _____ Dollars (Written)  _____ Cents <b>per</b> (Written)	EA	3	\$ _____	\$ _____
<b>Total Sum Bid (Items 1 through 11)</b>  _____ <b>Dollars</b> (Written)  _____ <b>Cents</b> (Written)					\$ _____ <b>(Figures)</b>

**PUR-1513  
SCHEDULE OF PRICES  
CONTINGENT BID ITEMS**

ITEM NO.	ITEM (Unit Price Written)	UNIT	APPR. QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
C1	<b>SELECT MATERIAL FOR BACKFILL @</b>  <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div> <div style="text-align: right;">_____ Cents per</div> <div style="text-align: center;">(Written)</div>	CY	50	\$ _____	\$ _____
C2	<b>CONTINGENT UNSUITABLE MATERIAL EXCAVATION @</b>  <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div> <div style="text-align: right;">_____ Cents per</div> <div style="text-align: center;">(Written)</div>	CY	50	\$ _____	\$ _____
<b>Total Sum Contingent Bid Items (C-1 through C-2)</b>  <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div> <div style="text-align: right;">_____ Cents</div> <div style="text-align: center;">(Written)</div>				<div style="text-align: right;">\$ _____</div> <div style="text-align: center;">(Figures)</div>	

**NOTE:** Contingent bid items are for work not shown on the Contract Drawings and shall only be performed at direction by the Owner.

<p><b>TOTAL SUM BID</b>  <b>(BASE BID ITEMS AND CONTINGENT ITEMS)</b></p> <hr/> <div style="display: flex; justify-content: space-between;"> <span><b>(Written)</b></span> <span><b>Dollars</b></span> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span><b>(Written)</b></span> <span><b>Cents</b></span> </div>	<p><b>\$</b> _____  <b>(Figures)</b></p>
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**I. Measurement and Payment****PART 1 – GENERAL****1.1 SUMMARY**

- A.** Payment for Work performed under this Contract will be made as set forth herein under the individual Bid Items contained within the Bid Form.
- B.** If a Contract is awarded on a combination of Items, other than the total, the Work performed shall be complete and operable with each Item standing alone and in conformance with all provisions of the Contract Documents.
- C.** There shall be no Work or cost added to an Item which has been included under any other Item.
- D.** The Work included under each Item, shall consist of providing and installing the materials and/or equipment, complete, as enumerated below. Payment for each Item will be made at the Lump Sum or Fixed Unit Price bid in accordance with provisions of Part 3 of this Section.
- E.** The CONTRACTOR shall include in the price bid for each applicable Bid Item listed in the schedule of prices the cost of the following: coordination, labor, materials, tools and equipment, sheeting and shoring in trenches and pits, material and equipment testing, repairs to the roads due to construction damage, dewatering, control of stormwater, material processing, loading, transporting, placing, filling, backfilling, compacting, grading, pre and post work surveying, protection of adjacent work, displacement, replacement and/or repair of damage to any existing utility and/or structure by CONTRACTOR activity, “As-Built” drawings, inspections, meetings, submittals, scheduling, testing, and all other cost necessary to provide the completed Project.
- F.** Contingent Items - Contingent items will only be used when the CONTRACTOR is so directed by the ENGINEER or OWNER in writing. The unit price bid for contingent items shall not vary if quantities increase or decrease, except as described in the paragraph entitled “Estimated Quantities” of the GENERAL CONDITIONS section of these Specifications.
- G.** Work Items included with each schedule of prices are described in the following paragraphs.

## **PART 2 – PRODUCTS**

### **2.1 BASE BID ITEMS DESCRIPTION, MEASUREMENT AND PAYMENT**

#### **ITEM 1- MOBILIZATION AND DEMOBILIZATION**

1. Mobilization shall consist of the furnishing of all Work, materials and operations required for assembling and setting up the Project, including, but not limited to, initial movement of personnel to the Project site; establishment of shops and plants; construction of sanitary and any other facilities required by the Specifications and State or local regulations; moving on and off site all construction equipment, hauling units, concrete mixers, hoisting equipment, compressors and tools required to complete the Work; establishment of storage yard area; all other Work and operations which must be performed prior to beginning Work on compensational Items of Work; the cost of required insurance and bonds and any other initial expense required. Demobilization shall consist of the removal of all CONTRACTOR'S property from the project site and cleanup of all affected areas.
2. Price for this Item shall be included as a lump sum in the Bid Form. Contract lump sum price for Mobilization and Demobilization will be shall not exceed 5% of the total contract bid amount. Payment of 50 percent (50%) will be made on the first pay estimate; the remaining 50 percent (50%) will be prorated for and paid in equal amounts on each subsequent monthly estimate.

#### **ITEM 2 – REPLACEMENT OF MANHOLES**

1. Work under this item shall include all labor, materials and equipment required to complete the removal and replacement of manholes. This includes, but is not limited to supplying the manholes, excavating of pavement, earth and existing manhole, dewatering, disposal of existing manhole, disconnecting and reconnecting any other existing sewer lines that are not being replaced, compaction, testing, fittings, aggregate base and backfill needed to install manhole.
2. Price for this Item shall be on the unit price based per each manhole to be replaced in the Contract bid form.



### ITEM 3 – REPLACEMENT OF 8” SDR-26 GRAVITY SEWER

1. Work under this item shall include all labor, materials and equipment required to complete the removal and replacement of the 8” gravity sewer. This includes but is not limited to supplying the 8” SDR-26, excavating and disposal of pavement, removal and disposal of curb and inlets, earth and existing 8” gravity line, removal and disposal of 2 manholes that will not be replaced see plans for details, bracing power poles, tracer tape, testing, aggregate base, backfill, needed to install new 8” SDR 26 pipe.
2. Measurement of this item for payment shall be based on the linear feet of 8” SDR-26 pipe actually installed.

### ITEM 4 – REPLACEMENT OF 10” SDR-26 GRAVITY SEWER

1. Work under this item shall include all labor, materials and equipment required to complete the removal and replacement of the 10” gravity sewer. This includes but is not limited to supplying the 10” SDR-26, excavating and disposal of pavement, removal and disposal of curb and inlets, earth and existing 10” gravity line, tracer tape, testing, aggregate base and backfill needed to install new 10” SDR 26 pipe.
2. Measurement of this item for payment shall be based on the linear feet of 10” SDR-26 pipe actually installed.

### ITEM 5 – NON-PAVED AREA RESTORATION

1. Work under this Item includes, but is not limited to, furnishing, and placing topsoil as shown on the contract drawings, work shall include all topsoil, materials, equipment, and incidentals required to provide, completed final grade. Work done for seeding and mulching the non-paved areas shall be restored as shown on plans. All Work shall be in accordance with the Contract Documents.
2. The price for this item shall be included as a fixed unit price per square yard as provided in the bid form.

#### ITEM 6- PAVED AREA RESTORATION

1. This item includes all labor and material to repair paved areas as disturbed by construction. The payment shall include furnishing all labor, materials, and equipment for the placement of asphalt pavement, including all saw cutting, to repair and finish pavement as shown on the Contract Drawings. The installation shall include the graded aggregate base, surface course and base course.
2. The price for this item shall be included as a fixed unit price per square yard as provided in the bid form.

#### ITEM 7 – CURB REPLACEMENT

1. Work under this item shall include all labor, materials and equipment required to complete the placement of the curb. This includes but is not limited to supplying the curb and installation of the new curb.
2. Measurement of this item for payment shall be based on the linear feet of curb actually installed.

#### ITEM 8 – INLET REPLACEMENT

1. Work under this item shall include all labor, materials and equipment required to complete the replacement of existing inlets. This includes but is not limited to supplying inlet grate, rebar and pouring of concrete.
2. Measurement of this item for payment shall be based on each inlet actually installed.

#### ITEM 9 – REHAB LINING OF MANHOLE

1. Work under this item shall include all labor, materials and equipment required to complete the rehab lining of the manhole. This includes but is not limited to surface preparation, cleaning, application of liner and testing.
2. Measurement of this item for payment shall be based on each manhole rehabbed.

#### ITEM 10 – FILTER LOG

1. Work under this item shall include all labor, materials and equipment required to install the filter log. This includes but is not limited to supplying mulch, bag, and stakes.
2. Measurement of this item for payment shall be based on the liner foot of filter log installed.

#### ITEM 11 – GRAVITY SEWER LATERAL CONNECTIONS

1. Work under this item shall include all labor, materials and equipment required to connect all existing lateral to the gravity lines. This includes but is not limited to supplying the piping, fittings, trenching and connecting the existing lateral to the gravity lines.
2. Measurement of this item for payment shall be based on each lateral installed.

#### 2.2 CONTINGENT BID ITEMS DESCRIPTION, MEASUREMENT AND PAYMENT

##### C-1 - SELECT MATERIAL FOR BACKFILL

1. Measurement of additional excavation and backfill with No. 57 stone will be on a cubic yard basis and be the number of cubic yards of additional excavation within the limits directed by the ENGINEER.
2. Unit price bid per cubic yard for additional excavation and backfill with No. 57 shall include furnishing all labor, materials and equipment, and performing all work to the limits directed by the ENGINEER and in conformance with these contract documents.

##### ITEM C-2 – CONTINGENT UNSUITABLE MATERIAL EXCAVATION

1. This work shall consist of the removal of Unsuitable Material encountered at or below the normal limit for Unclassified Excavation as described for that item or as shown on the Plans. Unsuitable material to be removed shall be based upon the judgment of the ENGINEER and shall be removed to the extent directed by the ENGINEER. The proposed quantities include a contingent item for this work, which shall be used if so directed by the ENGINEER.

2. Unsuitable Material Excavation will be measured as described above and paid for at the Contract Unit price bid per cubic yard. The payment shall be full compensation for all labor, materials, equipment, excavation, backfill (with borrow material as approved by the ENGINEER), compaction, disposal and incidentals necessary to complete this item of work.

### 2.3 INCIDENTAL ITEMS NOT MEASURED FOR PAYMENT

Items of work not specifically included for measurement and payment as described herein will not be measured for payment but the cost thereof will be considered as incidental to the contract with the associated costs borne solely by the CONTRACTOR. This shall include, but not be limited to the following items of work:

- Surveying for measurement and payment quantities;
- Compliance with submittal requirements and as-built drawing preparation;
- Preparation and provision of daily activity reports, material logs, schedules, field notes and other documentation of construction activities as requested by the ENGINEER;
- Inspections, coordination and cooperation with OWNER, ENGINEER, or any other person or entity on the project;
- Maintaining of material storage and CONTRACTOR'S staging areas;
- Testing of materials, including all equipment and personnel required;
- Quality assurance and quality control;
- Removal and disposal of existing items located within the limit of disturbance not otherwise included in the Bid Items – as directed by the ENGINEER, including fencing, reinforced concrete pads, debris, etc;
- Providing environmental protection;
- Health and safety measures;
- Proper control and removal of stormwater and groundwater from within excavations and within and surrounding all other areas within the limit of disturbance;
- Providing source(s) of water for wetting soils, dust control, testing, flushing, cleaning activities and/or any other purposes during construction. The CONTRACTOR is responsible for obtaining any required water for use during construction. Water is not available onsite for the CONTRACTOR'S use.

- Repair of damage to onsite or offsite property;
- Repair of weather-related damage to material or any other surfaces;
- Proper storage, protection and maintenance of stockpiled materials;
- Access/egress ramps or roadways required for construction purposes not otherwise shown on the Contract Drawings;
- Locating and marking of existing utilities located within the project; and
- All other activities, supplies, materials, equipment, and labor needed to complete the Work as specified in the Contract Documents not specifically mentioned herein.

## **PART 3 – EXECUTION**

### **3.01 PAYMENT PROCEDURE**

#### **A. Breakdown of Lump Sum and Fixed Unit Price Items:**

1. Prior to first request for payment, the CONTRACTOR shall submit to the ENGINEER for approval an itemized Schedule of Values which includes a complete detailed breakdown of all lump sum and fixed unit price Items awarded. The detailed breakdown shall include quantities with all material and labor costs for individual Work Items required to complete the lump sum and fixed unit price Item. Quantities estimated by the CONTRACTOR are for the purpose of providing a basis for realistic progress payment consistent with performance of the Work. The CONTRACTOR will revise the job breakdown if the ENGINEER so requests.
2. Payments will be made in accordance with the GENERAL CONDITIONS section. The CONTRACTOR may request periodic payments on a monthly basis in accordance with a time schedule approved by the ENGINEER. Submission for payment shall be made to the ENGINEER. However, all payment requests will be made on the basis of the approved breakdown and accompanied by all supporting documentation required herein.
  - a. The CONTRACTOR may request payment for specific Items of material and equipment, which has been purchased for incorporation into the Project provided these Items have been previously approved for use in accordance with the Contract Documents and provided the ENGINEER agrees to request of the CONTRACTOR.



- b.** Payment request for materials or equipment purchased may be honored for materials or equipment, which are stored on site and stored in a manner satisfactory to the ENGINEER. Payment will be made for specific Items of material and equipment provided an invoice and delivery ticket is submitted with the payment request, which indicate clearly the materials and equipment are to be used for the Project. The following periodic payment request must include a receipted invoice certified by the vendor as to payment received for the specific Item, which had been previously paid for. Unless the required certified invoice is received with the following request for periodic payment, money previously paid will be deducted from any money due the CONTRACTOR without any penalty of any kind to the ENGINEER.

**END OF SECTION**