



Worcester County Administration Office
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Snow Hill, MD 21863
Ph. 410-632-1194

Addendum # 2 – Ocean Pines WWTP Biosolids Project **(Attachments, Clarification, Questions & Answers)**

Date of Addendum: **August 10, 2026**

NOTICE TO ALL BIDDERS AND PLANHOLDERS

The Bid Documents for the above-referenced Project are modified as set forth in this Addendum. The original Bid Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents. Vendors will take this Addendum into consideration when preparing and submitting a bid and shall acknowledge receipt of this Addendum in the space provided in the Bid Documents.

BID SUBMITTAL DEADLINE

The bid submittal time has not been changed.

1.0 – ATTACHMENTS

Item	Description
1	Attaching updated Bid Form and Price and Payment Procedures to include add/delete for the use of fiberglass rebar substitution. RESPONSE: See attached bid section 032121.11 and updated bid form C410.

2.0 – CLARIFICATIONS

The following clarifications are provided as a matter of information to clarify issues raised about the Bid Documents.

Item	Description
1	BABA is mentioned several times in the fine print. RESPONSE: BABA, AIS, and Wage Rates are <u>not</u> required and any reference struck/deleted from the contract documents.
2	Sheet C-102 has a typo on the tie in at the air line. Should be 6-inch not 8-inch.

3.0 – QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the Bid Documents.

Item	Questions and Answers
1	Question came up on the depth and capacity of the timber piles. RESPONSE: For timber piles, 40' is assumed depth, not set in stone, per spec only thing set in stone is the 20-ton capacity.
2	Do underground conduits need to be PVC coated steel? RESPONSE: Option is provided for PVC coated or PVC in concrete encasement for various runs.

END OF ADDENDUM

SECTION 03 21 21.11 - GLASS FIBER REINFORCED POLYMER REINFORCEMENT BARS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Glass fiber reinforced polymer reinforcing bars for selected cast in place concrete work, only where expressly permitted by this Section and accepted as a bid alternate.
 2. Delegated design requirements for the GFRP reinforcement alternate.
 3. Material, submittal, installation, and quality control requirements for GFRP reinforcing bars.
- B. Base bid: Provide conventional steel reinforcement as indicated on the Contract Documents and specified in Section 03 30 00 unless this alternate is accepted in writing by the Owner, Engineer of Record, and authority having jurisdiction.
- C. This Section does not include glass fiber reinforced concrete panels, chopped glass fiber concrete, fiber reinforced concrete, macro synthetic fibers, or architectural precast glass fiber reinforced concrete units.

1.2 BID ALTERNATE SCOPE

- A. Permitted alternate scope: GFRP reinforcement may be proposed as a bid alternate for cast in place concrete elements where permitted by ACI CODE-440.11-22, accepted by the authority having jurisdiction, and included in a delegated design submittal accepted by the Engineer of Record. The base bid shall remain conventional steel reinforcement as indicated in the Contract Documents unless the GFRP alternate is accepted in writing.
- B. Qualified concrete applications: The following concrete applications are not automatically excluded, but require specific delegated design justification, documentation, and acceptance before use:
1. Concrete walls, pile supported slabs, pile caps, grade beams, tie beams, and other pile supported or concentrated reaction elements. Design shall include strength, serviceability, crack control, deflection, one way shear, punching shear, local pile reaction effects, development, lap splices, hooks, bends, and constructability.
 2. Concrete tank walls, tank slabs, water retaining or containment concrete, waterstop joints, and crack critical concrete. Design shall specifically address watertightness, crack width limitations, restraint, thermal and shrinkage effects, construction joints, waterstops, durability, and serviceability requirements.
 3. Concrete pedestals, piers, equipment pads, and localized support or anchorage regions. Design shall coordinate anchor rods, embedded plates, post installed anchors, headed studs, bearing, breakout, edge distances, supplemental reinforcement, and load transfer to the supporting concrete.
 4. Elements requiring shear reinforcement, punching shear reinforcement, torsion reinforcement, confinement reinforcement, collector or chord reinforcement, force transfer reinforcement, or other reinforcement serving a role beyond flexural and temperature and shrinkage reinforcement. The delegated design shall identify the design basis for each force transfer mechanism.
 5. Elements or force transfer mechanisms that are outside the direct scope of ACI CODE-440.11-22 shall not be included unless the delegated designer provides a rational design basis acceptable to the Engineer of Record and authority having jurisdiction.

- C. Prohibited applications: GFRP reinforcement shall not be used in structural masonry walls, masonry lintels, masonry sills, masonry jamb reinforcement, masonry bond beams, masonry dowels, or other masonry reinforcement on this Project.
- D. Code limitations: GFRP reinforcement shall not be used for applications outside the accepted code basis, including deep beams, strut and tie design regions, shear friction, diaphragms, anchoring to concrete, seismic force resisting elements not permitted by ACI CODE-440.11-22, or fire rated construction unless specifically addressed by the delegated design and accepted by the Engineer of Record and authority having jurisdiction.
- E. Acceptance of the bid alternate shall not be interpreted as approval to revise member sizes, slab thicknesses, concrete strengths, joint locations, drainage slopes, pile layout, support conditions, embedments, openings, sleeves, anchor rods, or other Contract Document requirements. The GFRP alternate shall be documented by delegated design submittals and alternate reinforcement drawings. Do not revise or mark up the Engineer of Record's base bid structural drawings unless specifically accepted and issued by the Engineer of Record.

1.3 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast in Place Concrete: Concrete materials, mixture requirements, placement, curing, testing, tolerances, embedded items, and conventional steel reinforcement requirements where GFRP reinforcement is not accepted.
- B. Section 04 20 00 - Unit Masonry: Masonry reinforcement. GFRP reinforcement is not permitted in structural masonry walls under this Section.

1.4 REFERENCE STANDARDS

- A. ACI International:
 - 1. ACI CODE-440.11-22 - Building Code Requirements for Structural Concrete Reinforced with Glass Fiber Reinforced Polymer Bars, and Commentary.
 - 2. ACI 318 - Building Code Requirements for Structural Concrete, as referenced by the Contract Documents for the base design.
- B. ASTM International:
 - 1. ASTM D7957/D7957M - Standard Specification for Solid Round Glass Fiber Reinforced Polymer Bars for Concrete Reinforcement.
- C. Where reference standards conflict, the more restrictive requirement shall apply unless accepted in writing by the Engineer of Record and authority having jurisdiction.

1.5 ADMINISTRATIVE REQUIREMENTS

- A. Alternate material and method: The project is designed under the 2021 IBC and ACI 318 using ASTM A615 Grade 60 steel reinforcement. Use of GFRP reinforcement is an alternate material and design method. Do not furnish or install GFRP reinforcement until the alternate is accepted in writing by the Owner, Engineer of Record, and authority having jurisdiction.
- B. Engineering responsibility: Design of the GFRP reinforcement alternate is delegated to the Contractor. Delegated design shall be prepared, signed, and sealed by a professional engineer licensed in the Project jurisdiction and experienced in the design of concrete reinforced with GFRP bars.

- C. Costs: Include engineering, coordination, submittals, revised bar lists, additional reinforcing quantity, special fabrication, and authority having jurisdiction review fees required for the GFRP reinforcement alternate in the bid alternate price.
- D. Engineer of Record review: Review by the Engineer of Record is for general conformance with the design criteria, Contract Documents, and scope limitations of this Section. Review does not relieve the Contractor or delegated designer of responsibility for the GFRP reinforcement alternate.

1.6 PERFORMANCE AND DESIGN CRITERIA

- A. Design the GFRP reinforcement alternate in accordance with ACI CODE-440.11-22 and the accepted alternate material approval by the authority having jurisdiction.
- B. Use the same design loads, concrete strengths, exposure classifications, durability requirements, and serviceability requirements indicated in the Contract Documents unless more restrictive criteria are required by ACI CODE-440.11-22 or the authority having jurisdiction.
- C. Provide GFRP reinforcement that provides structural performance equal to or greater than the steel reinforcement indicated for the permitted alternate areas. Evaluate strength, serviceability, crack control, deflection, temperature and shrinkage reinforcement, development, lap splices, hooks, bends, durability, construction tolerances, and fire or elevated temperature exposure where applicable.
- D. Do not reduce concrete cover, embedment, development length, lap splice length, hook embedment, bar extension, member thickness, or reinforcement quantity based solely on the non corrosive nature of GFRP reinforcement.
- E. Do not assume that GFRP reinforcement is a one to one substitution for steel reinforcement. Additional reinforcement, closer spacing, larger bars, longer development lengths, different lap splice details, and manufacturer fabricated bends may be required.
- F. Design shall account for the lower modulus of elasticity and non yielding behavior of GFRP reinforcement. Moment redistribution based on yielding of reinforcement is not permitted unless expressly allowed by the governing design standard and accepted by the Engineer of Record.
- G. Delegated design shall identify any proposed use that relies on design provisions not directly addressed by ACI CODE-440.11-22. Such use shall require supplemental rational analysis and written acceptance by the Engineer of Record and authority having jurisdiction before incorporation into the Work.

1.7 SUBMITTALS

- A. Product Data: Submit manufacturer data for each GFRP reinforcing bar type and size, including guaranteed tensile strength, modulus of elasticity, ultimate strain, bar diameter, cross sectional area, surface deformation or coating, bend properties, glass transition temperature, durability reduction factors, storage requirements, handling requirements, and installation requirements.
- B. Standards Compliance: Submit certification that GFRP reinforcing bars comply with ASTM D7957/D7957M and are suitable for design under ACI CODE-440.11-22.
- C. Delegated Design Submittal: Submit signed and sealed calculations and alternate reinforcement drawings. Include the following:
 - 1. Narrative clearly identifying the limits of GFRP reinforcement, the code basis for each application, and whether each application is within the direct scope of ACI CODE-440.11-22 or requires alternate material and method approval.

2. Design loads, load combinations, concrete properties, exposure assumptions, environmental reduction factors, and serviceability criteria.
 3. Strength checks, crack control checks, deflection checks where applicable, and temperature and shrinkage reinforcement checks.
 4. Development length, lap splice, hook, bend, anchorage, and bar extension calculations.
 5. Bar schedules, bar sizes, spacing, bar marks, lap locations, support and chair requirements, and installation details.
 6. Comparison to the base steel reinforcement design, including reinforcement area and spacing in each affected area.
 7. For pile supported slabs, pile caps, grade beams, tie beams, walls, pedestals, piers, equipment pads, and concentrated reaction regions: design checks for shear, punching shear, local reactions, crack control, deflection, development, lap splices, force transfer, and constructability.
 8. For concrete tank walls, tank slabs, water retaining or containment concrete, waterstop joints, and crack critical concrete: design checks for watertightness, crack width, restraint, thermal and shrinkage effects, construction joints, durability, and serviceability.
 9. For anchor rods, embedded plates, post installed anchors, headed studs, equipment supports, and other anchorage regions: coordination of anchorage design and load transfer, including identification of reinforcement that must remain steel or otherwise be specifically justified by the delegated design.
 10. Confirmation that no changes are required to structural member sizes, slab thicknesses, joint layout, concrete strength, supports, piles, anchor rods, embedments, sleeves, equipment supports, or other Work by others unless specifically identified, accepted, and incorporated by formal revision to the Contract Documents.
 11. Authority having jurisdiction alternate material approval documentation, where required.
- D. Shop Drawings: Indicate placement of GFRP bars, remaining steel reinforcement, clear cover, bar supports, laps, bends, hooks, construction joints, control joints, sleeves, openings, and embedded items. Clearly distinguish GFRP bars from steel bars.
- E. Quality Control Submittals: Submit manufacturer mill certificates, lot traceability documents, field inspection reports, and installer qualifications.
- F. Substitutions: GFRP reinforcing bars shall not be substituted for reinforcing steel outside of the accepted alternate scope without written approval from the Engineer of Record and authority having jurisdiction.

1.8 QUALITY ASSURANCE

- A. Delegated Designer Qualifications: Professional engineer licensed in the Project jurisdiction with documented experience designing cast in place concrete reinforced with GFRP bars using ACI CODE-440.11-22.
- B. Installer Qualifications: Installer experienced with handling, supporting, cutting, and placing GFRP reinforcement in cast in place concrete work.
- C. Preinstallation Meeting: Conduct a meeting before placing concrete with GFRP reinforcement. Include Contractor, concrete subcontractor, reinforcement installer, concrete supplier, special inspector, delegated designer, and Engineer of Record. Review limits of alternate work, prohibited applications, qualified applications, bar support requirements, lap locations, field cutting, handling, and inspection requirements.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver GFRP reinforcement in bundles tagged by manufacturer, bar size, bar mark, lot number, and location of use.
- B. Store GFRP reinforcement off the ground, supported to prevent deformation, and protected from impact, abrasion, contaminants, excessive heat, and prolonged ultraviolet exposure in accordance with manufacturer instructions.
- C. Handle GFRP reinforcement to avoid damaging the resin matrix, surface deformation, coatings, bends, and cut ends. Do not drag bars across abrasive surfaces.
- D. Do not field bend, heat bend, straighten, weld, or flame cut GFRP reinforcement.

PART 2 - PRODUCTS

2.1 GFRP REINFORCING BARS

- A. Solid round GFRP reinforcing bars: ASTM D7957/D7957M, deformed or surface treated to develop bond with concrete, manufactured for internal reinforcement of cast in place concrete.
- B. Bars shall be alkali resistant and suitable for the concrete exposure conditions indicated in the Contract Documents.
- C. Minimum material properties shall be as required by ACI CODE-440.11-22, ASTM D7957/D7957M, and the accepted delegated design. Where the delegated design requires higher properties than the minimum standard, provide bars meeting the delegated design requirements.
- D. Bent bars, hooks, stirrups, and special shapes shall be manufacturer fabricated. Field bending is not permitted.
- E. Tie wire, chairs, bolsters, spacers, and accessories in GFRP alternate areas shall be non corrosive materials compatible with GFRP reinforcement and concrete unless otherwise accepted by the Engineer of Record.

2.2 CONCRETE

- A. Concrete materials, mixture requirements, placement requirements, curing requirements, testing, and tolerances shall comply with Section 03 30 00 and the Contract Documents.
- B. Acceptance of GFRP reinforcement shall not change specified concrete strength, exposure class, water cementitious ratio, air content, chloride limits, curing requirements, or finish requirements.

2.3 FABRICATION

- A. Fabricate GFRP reinforcement to the sizes, lengths, shapes, and tolerances indicated on accepted delegated design Shop Drawings.
- B. Identify bars and bundles to match accepted Shop Drawings and bar schedules.
- C. Cut bars using methods recommended by the manufacturer. Protect cut ends in accordance with manufacturer requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that concrete forms, subgrade, vapor retarder, drainage layer, openings, sleeves, embedded items, anchor rods, joint locations, and adjacent Work are coordinated before placing GFRP reinforcement.

- B. Verify that the installed reinforcement scope matches the accepted alternate scope. Do not place GFRP reinforcement outside the accepted alternate scope or in structural masonry work.

3.2 INSTALLATION

- A. Place GFRP reinforcement in accordance with ACI CODE-440.11-22, accepted delegated design Shop Drawings, and manufacturer instructions.
- B. Maintain bar spacing, clear cover, bar supports, lap splice lengths, hook lengths, bend details, and bar extensions indicated on accepted delegated design Shop Drawings.
- C. Support reinforcement securely to prevent displacement during concrete placement. Provide non corrosive chairs, bolsters, spacers, and ties compatible with GFRP reinforcement.
- D. Do not field bend, heat bend, weld, torch cut, or otherwise alter GFRP reinforcement. Replace damaged bars.
- E. Coordinate GFRP reinforcement with control joints, construction joints, isolation joints, trench drains, floor drains, sleeves, openings, embedments, and equipment anchorages.
- F. Where GFRP reinforcement conflicts with prohibited applications, qualified applications not addressed by the delegated design, or existing Contract Document requirements, stop work and obtain written direction before proceeding.

3.3 FIELD QUALITY CONTROL

- A. Inspect GFRP reinforcement before concrete placement. Verify bar size, spacing, location, cover, lap splice length, hooks, bends, supports, damage, cleanliness, and compliance with accepted Shop Drawings.
- B. Special inspection requirements for concrete reinforcement remain applicable. Provide additional inspection required by the authority having jurisdiction, ACI CODE-440.11-22, and accepted delegated design.
- C. Do not place concrete until GFRP reinforcement has been reviewed by the required inspectors and accepted for placement.

3.4 PROTECTION

- A. Protect installed GFRP reinforcement from displacement, damage, abrasion, excessive heat, and contamination before and during concrete placement.
- B. Replace damaged reinforcement or repair only where repair method is accepted in writing by the manufacturer, delegated designer, Engineer of Record, and authority having jurisdiction.

END OF SECTION 03 21 21.11

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: County Commissioners of Worcester County, One West Market Street Room 1103, Snow Hill, Maryland 21863
- 1.02 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.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; ~~and~~
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

OCEAN PINES BIOSOLIDS DEWATERING PROJECT						
Item No.	Description	SIZE OR DEPTH	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	Mobilization, Bonds, Insurance, and Demobilization (maximum 3% of Base Bid)	--	LS	1	--	\$
2.	Furnish and Install Oceans Pines Biosolids Dewatering Project Complete	--	LS	1	--	\$
Contingencies						
3.	Furnish and Place Select Fill from Off-site Source	--	CY	500	\$	\$
4.	Furnish and Place No. 57 Gravel	--	CY	200	\$	\$
5.	Test Pitting	--	CY	500	\$	\$
6.	Furnish and Place Misc. 4,000 PSI Concrete	--	CY	100	\$	\$
Total of All Lump Sum & Unit Price Bid Items: \$						
Bid Add Alternate						
7.	Furnish and Install Conveyor Extension Complete	--	LS	1	--	\$
8.	Add/Deduct to Furnish and Install Glass Fiber-Reinforced Polymer Rebar	--	LS	1	--	\$
Total of All Bid Add Alternates: \$						

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Prices)	\$
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TOTAL BID PRICE IN WORDS (Total of all Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum, Unit Price, and Bid Add Alternates)	\$
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TOTAL BID PRICE IN WORDS (Total of all Lump Sum, Unit Prices, and Bid Alternates)

ARTICLE 4—BASIS OF BID—COST-PLUS FEE – DELETED

ARTICLE 5—PRICE-PLUS-TIME BID - DELETED

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all Domestic Preference requirements**.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 GENERAL

- A. Payment for materials furnished and work done under this contract will be made as herein below stipulated, for the actual amount of materials supplied and work done under authorization of the ENGINEER and in accordance with the prices bid in the Bid Form. The Contractor shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work as shall be authorized by written order.
- B. It is intended that all work shown on the contract drawings and included in the specifications is to be paid for under the items listed in the bid form. The absence of a bid item for any specific category of work shall be interpreted as meaning that the cost of such work, accomplished as defined by the contract documents, shall be included in the prices bid for the related item listed in the Bid Form.
- C. The OWNER may elect to increase or decrease quantities above the indicated estimated quantity or delete entire bid items in their entirety without change in unit prices or impact on remaining work items.
- D. Bid prices for base bid items shall include furnishing all materials, equipment and labor for the scope of work of this contract and all appurtenant work to complete the work as shown or described. All hauling and disposing of excess, unsuitable excavated material or non-reusable removed materials shall be included in the prices bid. Bid prices shall include excavation, backfill of trenches or subgrade and sub-base preparation with suitable materials removed from the excavation or excess suitable materials from the PROJECT site, or from imported source; furnishing, placing, compaction, and compaction testing; dewatering, sheeting, shoring and bracing, gravel bedding; locating existing utilities or storm drains; unclassified excavation; removal, storage, re-hauling and replacement of all material encountered during excavation; disposal of unsuitable or excess material; wetting or drying borrow for proper placement and compaction; maintenance or protection of excavation or subgrade; furnishing and placing pipe, structures, and appurtenances; support and protection of adjacent property, utilities and structures encountered and restoration in-kind in case of damage; demolition, removal of salvaged equipment to OWNER'S required site; connection of water lines to water main and disinfection; maintaining stormwater pipe and catch basins and removing all debris after final restoration; traffic and pedestrian control ,restoration, sediment erosion control; lay out, stake out, as built surveys; and coordination, control of grades for positive drainage, and all other appurtenant work as shown or specified.
- E. For Lump Sum bid items, no measurement will be made. Payment will be made on a lump sum basis at the lump sum price bid for work completed and approved by the ENGINEER.

PART 2 – BID ITEMS

2.1 BID ITEMS FOR MOBILIZATION, BONDS, INSURANCE, AND DEMOBILIZATION (Bid Item No. 1)

- A. Mobilization shall consist of, but not be limited to, storage, staging, utility locates, meetings, sanitary and other facilities as required by the specifications, by local or state law, or by regulation, providing access to the PROJECT site, obtaining necessary permits and licenses and payment of fees, and providing required insurance and bonds. Demobilization shall consist of removal of all equipment, storage items, and restoration.
- B. Payment for mobilization will be made at the lump sum price bid. The lump sum price bid for mobilization shall be limited to a maximum of three (3%) percent of the total base bid. Furthermore, the maximum amount of the lump sum price bid for mobilization that is requisitioned on the Construction Requisition No. 1 shall not exceed fifty (50) percent of the lump sum price bid and each succeeding requisition shall be limited to a maximum of ten (10) percent of the lump price bid until the entire lump sum price less retainage has been requisitioned.

2.2 BID ITEMS FOR FURNISHING AND INSTALLING OCEAN PINES BIOSOLIDS DEWATER PROJECT COMPLETE (Bid Item No. 2)

- A. The price bid shall include and cover all costs of furnishing, delivering and installing all items as required for the complete construction of the Ocean Pines Biosolids Dewatering Project as provided in the contract documents. This bid item includes but is not limited to all items as shown in the contract documents and deemed reasonable and necessary for completion of the project.
- B. All accessory and incidental work as shown or required within the contract documents.
- C. Payment for all work associated with this item will be made at the lump sum price bid. Partial payment shall be made based on a schedule of values prepared by the contractor and approved by the Engineer. Partial payment shall be proportioned in accordance with work completed.

CONTINGENCIES:

2.3 BID ITEM FOR FURNISHING AND PLACING SELECT FILL FROM OFF-SITE SOURCE (Bid Item No. 3)

- A. The unit price bid for furnishing and placing off-site select backfill shall include and cover the excavation and disposal of unsuitable material and furnishing, placing and compacting of off-site select backfill and all other incidental work. This bid item is to be used only if and as directed by Engineer.
- B. Measurement for quantities of select backfill will be based upon the authorized depth of placement in trench and the trench payment width indicated and for the authorized depth, width, length for subgrade replacement or for placement around structures.
- C. Payment for all work in connection with select backfill will be made at the appropriate unit price for the volume actually furnished, placed and compacted within the limits

defined and as authorized. This item is only to be used should insufficient on-site select material not be available for use.

2.4 BID ITEM FOR FURNISHING AND PLACING NO. 57 GRAVEL (Bid Item No. 4)

- A. The price bid for excavation below subgrade and gravel refill shall include and cover the furnishing of all equipment, labor, materials, excavation, hauling, additional placing and removal of sheeting, disposing of unsuitable material, furnishing, placing and compacting No.57 gravel and all incidentals necessary to complete this item of work. This bid item is to be used only if and as directed by Engineer.
- B. Measurement for quantities of excavation below subgrade and gravel refill will be based upon the authorized depth and length and the trench payment width shown on the drawings.
- C. Payment for all work in connection with excavation below subgrade and gravel refill will be made at the appropriate unit price bid for the volume of gravel actually placed as authorized.

2.5 BID ITEM FOR TEST PITTING (Bid Item No. 5)

- A. The prices bid for miscellaneous excavation and backfill for test pitting shall include and cover excavation and backfill, placement and removal of sheeting, dewatering, removal and restoration (temporary & permanent) of pavement and all other incidental items of work. This item shall be provided only if and as directed by the Engineer and does not include test pitting already noted and shown on the drawings.
- B. Measurement for quantities of miscellaneous excavation and backfill will be based upon the authorized depth, width and length of the excavation and backfill.
- C. Payment for all work in connection with miscellaneous excavation and backfill will be made at the unit prices bid per cubic yard for the volume actually excavated and refilled within the limits defined and authorized by the Engineer.

2.6 BID ITEM FOR FURNISHING AND PLACING 4,000 PSI CONCRETE (Bid Item No. 6)

- A. The price bid for miscellaneous concrete shall include and cover furnishing, placing and testing miscellaneous 4,000 PSI concrete, including forming and all other incidental work, for cradle or other construction not included as a part of other pay items. This bid item includes 6 inch concrete encasement of existing utilities where required. This bid item is to be used only if and as directed by Engineer.
- B. All accessory and incidental work.
- C. Measurement for quantities of miscellaneous concrete will be based upon the authorized depth, width and length of concrete placement.

- D. Payment for all work in connection with miscellaneous concrete will be made at the appropriate unit price bid for the volume of concrete actually furnished and placed within the limits defined and as authorized by the Engineer.

BID ALTERNATE:

2.7 BID ITEMS FOR FURNISHING AND INSTALLING CONVEYOR EXTENSION COMPLETE (Bid Item No. 7)

- A. The price bid shall include and cover all costs of furnishing, delivering and installing all items as required for the complete construction of the conveyor extension to the adjacent sludge drying beds as provided in the contract documents. This bid item includes but is not limited to all items as shown in the contract documents and deemed reasonable and necessary for completion of the project.
- B. All accessory and incidental work as shown or required within the contract documents.
- C. Payment for all work associated with this item will be made at the lump sum price bid. Partial payment shall be made based on a schedule of values prepared by the contractor and approved by the Engineer. Partial payment shall be proportioned in accordance with work completed.

2.8 BID ITEMS FOR ADD/DEDUCT FOR FURNISHING AND INSTALLING GLASS FIBER-REINFORCED POLYMER REBAR (Bid Item No. 8)

- A. The price bid shall include and cover all costs of furnishing, delivering and installing glass fiber-reinforced polymer rebar as a substitution/alternate design. This bid item includes but is not limited to updating the design for conversion to glass fiber-reinforced polymer rebar where applicable by a Maryland licensed structural engineer, cover all Engineer costs associated with the review of the design and submittal, and all other ancillary items deemed reasonable and necessary for completion of the project.
- B. Payment for all work associated with this item will be made at the lump sum price bid. Partial payment shall be made based on a schedule of values prepared by the contractor and approved by the Engineer. Partial payment shall be proportioned in accordance with work completed.

END OF SECTION