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Addendum # 2 Mystic Harbour WWTP Biosolids Upgrade Design, Bidding, Construction, & Inspection Phase Services

Date of Addendum: 1/24/25

| NOTICE TO ALL BIDDERS AND PLANHOLDERS |
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| The Proposal Documents for the above-referenced Project are modified as set forth in this Addendum. The original Proposal 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 Proposal Documents. Vendors will take this Addendum into consideration when preparing and submitting a Proposal and shall acknowledge receipt of this Addendum in the space provided in the Proposal Documents. |

| PROPOSAL SUBMITTAL DEADLINE |
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| The Proposal submittal time has been changed from 2:30pm on Wednesday, January 15, 2025 to 2:30pm on Wednesday, January 29, 2025. |

| 1.0 – ATTACHMENTS | |
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| Item | Description |
| 1.1 | Mystic Harbour WWTP As-Built Drawings -Architectural -Civil -Electrical -General -HVAC -Instrumentation -Mechanical -Structural |

| 2.0 – QUESTIONS AND ANSWERS | |
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| The following questions and answers are provided as a matter of information to clarify issues raised about the Proposal Documents. | |
| Item | Questions and Answers |
| 2.1 | Q. Are the proposers required to advertise for minority and women owned business participation for a minimum of 30 days as indicated in Attachment C of the RFP? A. No, this requirement applies only to the County. |
| 2.2 | Q. Does the assurances for compliance with federal laws and regulations for water quality-treatment works and drinking water project form need to be submitted in our proposal, or separate? A. These documents will only be required by the successful vendor upon award. |
| 2.3 | Q. Does the Access to Audit Records form need to be included in our submission / proposal or is it separate? A. See answer to Item 2.2 |

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| 2.4 | <p>Q. Are we to submit and include the MDE Required Forms at the end of our proposal? A. See answer to Item 2.2</p> |
| 2.5 | <p>Q. SECTION III: GENERAL CONDITIONS contain several paragraphs that pertain only to a Contractor and not an Engineering Professional. Will Worcester County consider deleting Paragraphs A., C. D., F. and I. in their entirety? A. Yes, per this Addendum Section III, Subsections A., C., D., F. and I. have been removed from the Proposal Documents.</p> |
| 2.6 | <p>Q. Because the following provisions largely apply to a Contractor and not an Engineering Professional, will the County accept the following edits to the following paragraphs in SECTION III: GENERAL CONDITIONS to make those provisions more in line with the services that an Engineering Professional will be providing:</p> <p>B. MATERIALS, SERVICES AND FACILITIES</p> <p>1. It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.</p> <p>2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.</p> <p>3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.</p> <p>4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.</p> <p>E. PROTECTION OF WORK, PROPERTY AND PERSONS</p> <p>1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.</p> <p>2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable. 3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.</p> <p>L. CORRECTION OF WORK</p> <p>1. The Successful Vendor will promptly remove from the premises all correct Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.</p> <p>2. All removal and replacement Corrective Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove correct such rejected Work within ten days after receipt of Written Notice, the County may remove cause such Work to be corrected and store the materials at the expense of the Successful Vendor.</p> <p>M. CONSTRUCTION SAFETY AND HEALTH STANDARDS</p> <p>1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and</p> |

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| | <p>health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).</p> <p>2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.</p> <p>N. GUARANTEE STANDARD OF CARE</p> <p>1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period services hereunder consistent with the professional care and skill of vendors performing the same or similar services under the same or similar circumstances in the locality of the Project.</p> <p>2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.</p> <p>3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.</p> <p>A. The above changes have been approved to the Proposal Documents.</p> |
| 2.7 | <p>Q. Will Worcester County accept the following addition to EXHIBIT A Worcester County Maryland Standard Terms and Conditions?</p> <p>26. The total liability of the Contractor for any and all claims, losses, liabilities, costs, or damages arising out of or resulting from the services performed by the Contractor under this Contract shall not exceed the limits set forth on the Contractor's attached certificate of insurance.</p> <p>A. Yes, this has been approved.</p> |

END OF ADDENDUM