



**ADDENDUM NO. 1**

TO: Interested Parties  
FROM: Scott Hobbs, Director  
Division of Engineering  
DATE: August 11, 2023  
PROJECT: Supply of Prestressed Precast Concrete Beams/Panels (Keefer Road Bridge)

Acknowledge receipt of this **Addendum No. 1** by signing in the space provided below and returning with your Bid.

Failure to sign and return with your Bid may subject the Bidder to disqualification. This **Addendum No. 1** forms a part of the Bid Documents, it supplements and modifies them as outlined herein.

This **Addendum No. 1** consists of **10 pages**, including this page and all attachments.

I hereby acknowledge receipt of **Addendum No. 1**:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

For (Firm): \_\_\_\_\_

Phone Number: \_\_\_\_\_

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**ADDENDUM NO. 1**

**SUPPLY OF PRESTRESSED PRECAST CONCRETE BEAMS/PANELS  
(KEEFER ROAD BRIDGE)**

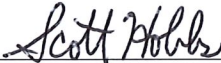
Date Issued: August 11, 2023

Bids Due: **Friday, August 18, 2023**  
**2:00 p.m., Local Time**

**The following addendum material is hereby made a part of the Bid Documents.**

**Please note the following changes, information, and/or instructions in connection with the proposed work and submit proposals accordingly.**

By Authority of:  
Board of County Commissioners  
Washington County, Maryland

  
\_\_\_\_\_  
Scott Hobbs, P.E.  
Director  
Division of Engineering

## ADDENDUM NO. 1

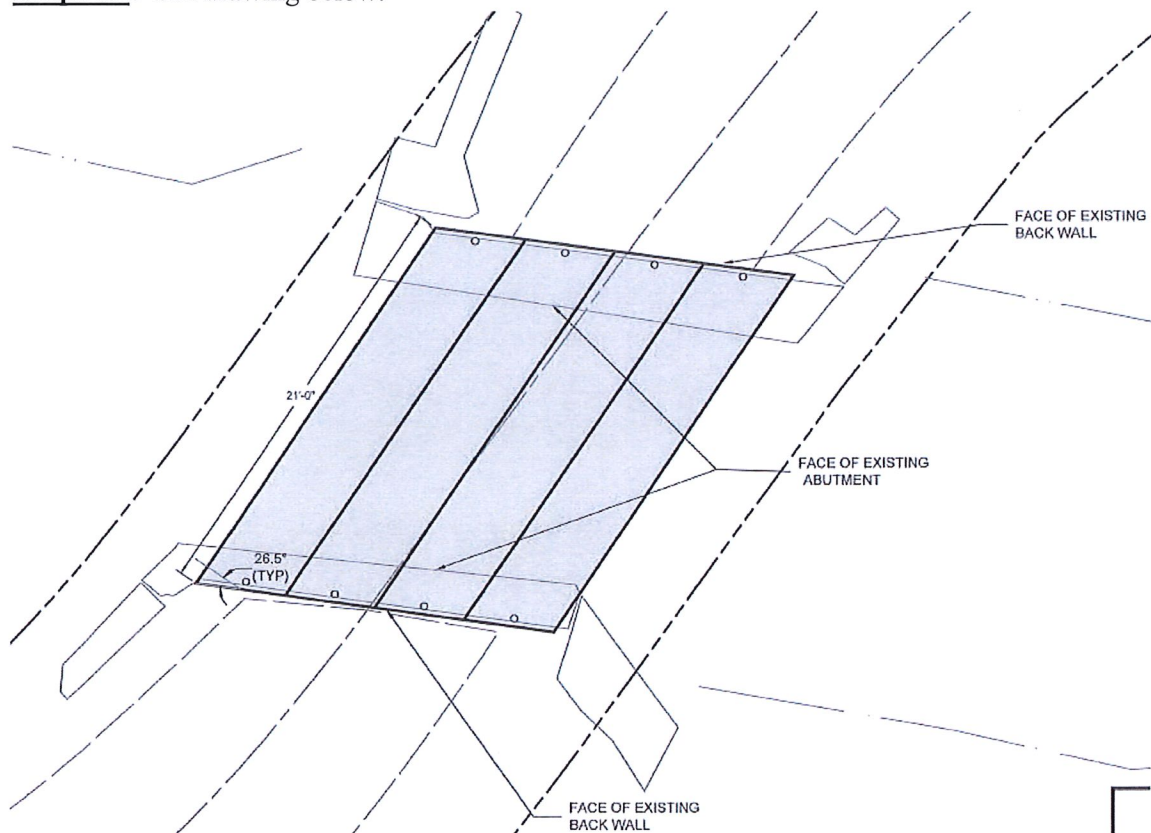
### SUPPLY OF PRESTRESSED PRECAST CONCRETE BEAMS/PANELS (KEEFER ROAD BRIDGE)

TO: All prime Contractors and all others to whom specifications have been issued.

**ITEM 1.01** QUESTIONS THAT WERE SUBMITTED BY WEDNESDAY, August 9, 2023 (4:00 PM) shall be incorporated into the Bid Documents.

1. **Question:** Are plans available for this project?

**Response:** See drawing below.

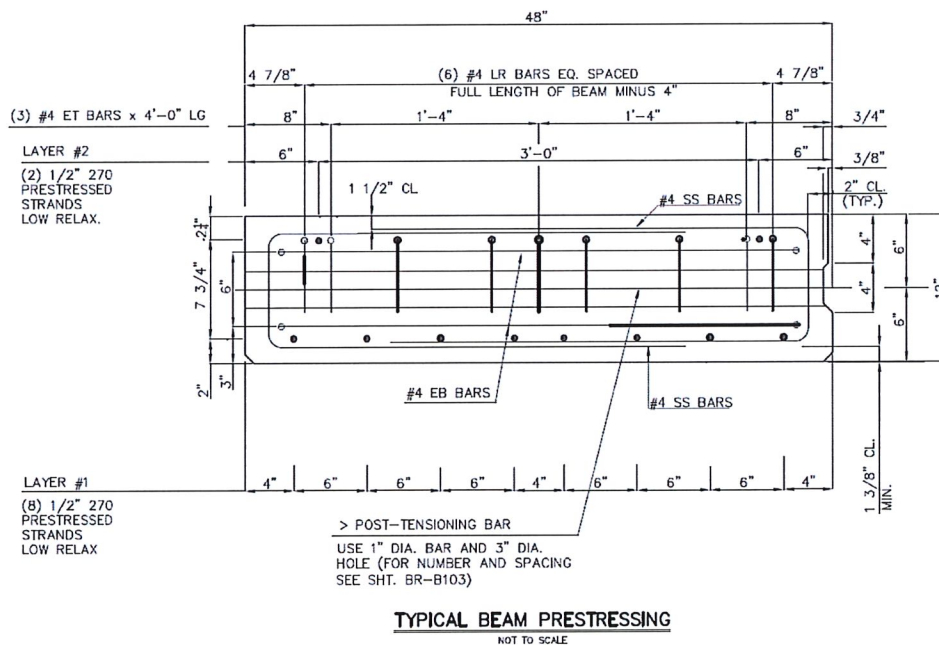


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2. **Question:** Are the beams designed? If so, please provide design information. If not, please confirm the beam manufacture should be carrying the PE Design costs for the beams.

**Response:** A preliminary design was prepared for an 18 feet span (see below). The beam manufacture is responsible for carrying the professional engineer design costs for the beams/panels for a 21 feet span that meets loading requirements as identified in the scope of work (sealed/signed drawings required).



3. **Question:** Please confirm the anticipated beam depth.

**Response:** Anticipated 12" depth to accommodate the elevation of the beam seats and top of proposed road surface.

4. **Question:** Is 21' the overall beam length or the span length of the structure?

**Response:** See Response 1.

5. **Question:** When does the County anticipate needing the beams onsite?

**Response:** By October/November 2023 (assuming shop drawing approval by early September).

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### **SUPPLY OF PRESTRESSED PRECAST CONCRETE BEAMS/PANELS (KEEFER ROAD BRIDGE)**

6. **Question:** Is payment to be handled after delivery of the beams or may the producer bill for stored “finished” product at our insured, gated facility. Access is provided if the County would need it.

**Response:** Payment is handled after delivery of the beams unless agreed to by the County under the conditions for stored materials (see attached).

7. **Question:** Are they voided or solid beams?

**Response:** Solid beams/panels (see Response 2, Anticipated 12” depth x 48” wide).

8. **Question:** Will a bid bond and or performance bond be required?

**Response:** No.

#### **Attachments:**

1. General Conditions, Section 9, Payment – (**Attachment A**) (consisting of 5 pages)

*END OF ADDENDUM NO. 1*

# WASHINGTON COUNTY, MD



## GENERAL CONDITIONS

FOR

## CONSTRUCTION

October 2008

## **GC-8.12 SUCCESSFUL TERMINATION OF CONTRACTOR'S RESPONSIBILITY**

(a) A contract will be considered as successfully fulfilled when all of the following conditions have occurred: (1) the Work has been completed in accordance with the terms of the Contract; (2) final Acceptance by the County has occurred; (3) the County authorizes Final payment; (4) the Contractor and the Surety have complied with all of their obligations; and (5) final payment has been made. Nothing herein will relieve the Contractor and the Surety from any future obligation such as a warranty, guarantee, guarantee bond, or indemnity obligation, or from responsibility for repair of latent defects discovered or appearing after final payment.

## **GC-SECTION 9 PAYMENT**

### **GC-9.01 SCOPE OF PAYMENT**

(a) If so identified in the Contract, payment to the Contractor will be made for the actual quantities of Contract items performed in accordance with the Contract Documents and if, upon completion of the work, these actual quantities show either an increase or decrease from the quantities given in the Bid form, the Contract unit prices will still prevail, except as provided in GC-4.04 Variations in Estimated Quantities.

(b) The payment of any partial estimate or of any retained percentage, except by and under the approved final estimate and voucher, in no way shall affect the obligation of the Contractor and the Surety to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

(c) When requested in writing by the Contractor and approved by the Engineer, payment allowance will be made for nonperishable material to be incorporated in the Work delivered and stockpiled at the work site or other approved site. The Contractor must submit with the request a list of all such materials and their location. The Contractor shall submit back-up invoices, bills of lading, title documents, or such other documentation, satisfactory to the County, as will establish the County's title to the materials upon payment to the Contractor under the request. The Contractor must submit with the request proof of insurance in the amount of the payment requested to be maintained on the materials until such time as the materials are incorporated into the Work. Only those materials for which the Contractor can transfer clear title to the County will be qualified for payment. Payment for stored materials will be made in accordance with paragraph (f) below.

(d) When the Contractor requests payment allowance for stored materials under (c) above, the following terms and conditions will apply:

(1) For superstructure members delivered on the Project site, an allowance of one hundred (100) percent of the material cost plus freight charges as invoiced may be made

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payment: (9) The following prerequisites must also accompany the written request for

(A) Consent of Surety specifying the material type and the Item(s) in which the material is to be used;

(B) Validated invoices showing that payment for the material has been made by the Contractor;

(C) A notarized statement from the Contractor attesting that the invoices, as submitted do not include charges and/or fees for placing, handling, erecting or any other charges and/or markups other than the actual material cost, sales tax(s), if applicable, and freight charges;

(D) Bills of lading showing delivery of the material; and

(E) Inspection test reports, certifications and/or a written statement from the Inspector attesting to the inspection and approval of the material.

(10) Upon receipt of the above by the Engineer and verification by the Inspector that the material is stored at the approved location, the Engineer may authorize payment by a unit of measure based upon the receipted invoices under the appropriate existing items of the Contract. A ratio will be established by the Engineer between the dollar amount of the material as invoiced and the quantity the material represents from the appropriate Bid Items.

(11) Copies of all pertinent data shall be made and distributed to the Inspector for retention as part of the documented records for the Project.

(12) No payment will be made for stored materials when it is anticipated they will be incorporated into the Work within thirty (30) days of receipt by the Engineer of the written request.

(13) Unless otherwise stated by the Engineer in writing, payment on account of a request for payment for stored materials transfers title to the County but does not constitute an acceptance by the Engineer or the County of the materials nor does it constitute an agreement that the materials conform to the Contract Documents. Notwithstanding the fact that payment has been made on account of the request for payment for stored materials, the Contractor and the Surety continue to be responsible to ensure at all times that the materials are in full conformance with the Contract Documents and are free from defect. Moreover, payment on account of a request for payment for stored materials does not begin the running of any applicable warranty or guaranty.

(14) Final payment shall be made only for materials actually incorporated in the Work and, upon final acceptance, title to all materials remaining for which advanced payment have been made shall revert to the Contractor, unless otherwise agreed, and the

payments made for these items shall be deducted from the final payment due to the Contractor for the Work.

(15) The Contractor agrees to indemnify and save harmless the County and all of its representatives from all suits, actions, or claims of any character brought on account of or arising out of the storage of materials for which the County has made payment on account of a request for payment for stored materials, including any claims of a warehouseman's or garageman's lien for cost of storage of the equipment and for claims arising out of damage or injury caused by the materials and their shipping and handling.

(e) Contractor shall indicate his/her Federal Taxpayer Identification Number on the face of each invoice billed to the County. The Contractor may also be required to provide additional information as determined by federal and/or state funding agencies.

(f) Along with each request for payment, the Contractor shall furnish the following certification signed by an officer or principal of the Contractor, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that –

(1) The amounts requested are only for performance in accordance with the Specifications, terms and conditions of the Contract Documents;

(2) Payments to all subcontractors and suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification; and

(3) This request for progress payments does not include any amounts that the Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**GC-9.02 FORCE ACCOUNT WORK**

When the Contractor is required to perform work as a result of additions or changes to the Contract for which there are no applicable unit prices in the Contract, the County and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an