

## CLARIFICATION OR FOLLOW-UP OF BID DOUMENTS (ANSWERS IN RED)

1. I would like to readdress Item C. from the Scope of Work. "C. Assume the existing bottom profiles or bank alignment or both shown on the Drawings are to be correct when surveyed. However, because of interim erosion, the Contractor shall be satisfied as to all conditions at the time of preparing the Proposal and shall include in their price and work any changes that would be necessary to accomplish a complete and functional project. Failure to conduct these thorough examinations shall in no way relieve the Contractor of their responsibility for the completion and satisfactory performance of all required work."
  - Please spell out how we are to bid this project properly as a Lump Sum project? **Bid from contract/bid documents. At the meeting it was agreed that the plans would be considered accurate.** It is vital that all contractors be given the actual quantities to bid by. **It is always the responsibility of the bidder to calculate quantities.** Putting the burden of verifying the existing site conditions on the contractor can't absolve the owner from changes in the site conditions. Similarly, if we were to make a thorough examination as you ask us to do, who is to say the conditions will not change between now and June when the work is to start. When or if they do change, we would be back to intense discussions about the change in conditions. As mentioned at the site meeting you all commented on the major storm that move lots of sand onto the land that covered up a lot of the campsites. There have been major changes to the site, and it would be impossible to bid on this project properly and fairly without being given quantities to work from. **Again, It is always the responsibility of the bidder to calculate quantities, due diligence.**
  - As mentioned at the pre-bid meeting, I highly recommend that the bid be broken down into unit costs to allow for adjustments to the actual in place quantities used. This could also help you all in evaluating the bids.

**This will invite change orders.**
  - Someone, I can't recall, mentioned a 10% difference from the quantities that would be on the contractor. If the county can't agree on providing SE Davis and Crandell's with bid quantities, Could we agree that the contractor would be responsible for a variance of up to 10% from what the bid documents are showing or stated in them. **Quantities are always the responsibility of the contractors, due diligence.**

### Excerpt from the contract speaking to "incidental work"

**"Reasonably implied parts of the Work shall be performed as "incidental work" even though absent from the Drawings and Specifications. "Incidental" work shall be performed by the Contractor without extra cost to Calvert County Government. Incidental work includes any work not shown on Drawings nor described in the Specifications, which is necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of the Drawings and Specifications or the requirements of the Contract Documents. Incidental work shall be treated as if fully**

described in the Specifications and shown on Drawings, and expense shall be included in the Bid Price.”

2. There was not copy of the permits included with the bid documents. Can you please provide us a copy of the permits for inclusion into the bid documents as was done last time please? **Yes, Soil Conservation District will forward to P&R to distribute**
3. Can we bring heavy equipment in by land? **Yes- Spoke with DPW, and equipment is fine to haul in via the road.**
4. Is there a wage scale associated with the project? **No**
5. The county is responsible for obtaining all the permits, correct? **Yes, Contractor will, at the time of bid award, receive NPDES NOI from the SCD via standard transfer.**
6. Do you require a warranty on any the plantings for the project? **Yes, the duration of the warranty is determined by MDE.**
7. Is goose exclusion fence required as shown on the drawings? **Per Soils- Goose fencing is generally a state requirement. There is cause for elimination in a high access park setting.**
8. Do you require bonding? Our marine contract with Calvert County says bond will be on a case-by-case basis. Page 3.4 Item 7.

I have also reached out for clarification on this- the way I read it, the Performance bond is case by case- the Security and Material are not.

I will send you the update once I hear back from procurement.

“BONDS. The Contractor shall be required to post Security for both a Labor and Material Bond (Payment) and a Performance Bond for on a case-by-case basis for Projects under this Contract in the amount of one hundred percent (100%) of the Contract value each posted to Calvert County Government in accordance with this ITB.”

9. Regarding the clause for 2-year maintenance bonds, on page 3.4 Item 7.B. If you do require bonds on the project, can you please exempt the 10% maintenance bond? There is no way we can be responsible for the sand staying to the lines and grades or the stone structures once the work has been approved. **\*\* Reaching out to procurement to get clarification on this and to see what options we have. I will follow back up asap!**