



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

PUR-1710
ADDENDUM NO. 1
INVITATION TO BID

SWIMMING POOL RESURFACING AND ASSOCIATED IMPROVEMENTS

DATE: Thursday, September 12, 2024

BIDS DUE: Wednesday, October 2, 2024
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 two (2) 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 bid and/or to attend the Pre-Bid Conference. Alternate routes are controlled by a door access system. 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: *Inquiry:* Does the above project currently have an estimated value, mobilization or completion date?

Response: Part 1 of Item No. 1 herein: The current project has a cost group estimate of \$100,001 - \$500,000, funds are budgeted for this project.

Response: Part 2 of Item No. 1 herein: Completion Date, Refer to the bid document, Page 21, Time of Completion, Item No. 28.

ITEM NO. 2: **Electronic Submittals ONLINE ONLY: ADD** Line-Item No. 2, **CONTINGENT-** Removal and Repair of Unbonded Plaster in Excess of 100 Square Foot Included in Lump Sum Price.

ITEM NO. 3: Refer to the bid document, Page 9, General Conditions and Instructions to Bidders, Bid Bonds, Item Nos. 1 and 2. See attachments “A”, “B” and “C” to this addendum.

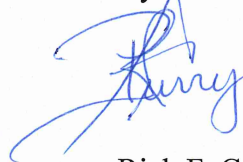
Attachment “A” Bid Bond Required - A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See “Bid Bonds – Section 2” of the General Conditions and Instructions to Bidders.

Attachment “B” Performance Bond Required - A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction-related services. See “Bid Bonds – Section 2” of the General Conditions and Instructions to Bidders.

Attachment “C” Labor and Material Bond Required - A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See “Bid Bonds – Section 2” of the General Conditions and Instructions to Bidders.

ITEM NO. 4: Bidders shall submit the Provisions for Other Agencies, Signature to Bids, Government-Wide Debarment and Suspension, and Form of Proposal (form of proposal submitted only with hardcopy submittals) contained in the original bid document and the attached **Required Bid Bond** as their bid submittal no later than **2:00 P.M., (EDT/EST), Wednesday, October 2, 2024.**

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned as Principal, and _____ as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Washington County, Maryland as OWNER in the penal sum of _____ (five percent (5%) of Total Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2024. The Condition of the above obligation is such that whereas the Principal has submitted to the Board of County Commissioners of Washington County, Maryland a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Contract No. _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for **faithful** performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

PERFORMANCE BOND

Board of County Commissioners of Washington County, Maryland

BOND NO. _____

CONTRACT NO. _____

Date Bond Executed: _____, 2024

KNOW ALL MEN BY THESE PRESENTS, that we _____,

(Here insert full name and address or legal title of Contractor, including zip code)

a corporation organized and existing under the laws of the State of Maryland and authorized to do business in the State of Maryland, hereinafter called the "Principal" and _____

(Here insert full name and address or legal title of Surety, including zip code)

a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the "Surety", are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, hereinafter called the "County", the sum of Sum _____ Dollars and _____ Cents (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County for the NAME OF PROJECT (Contract No. PUR-_____, hereinafter the "Contract"), in Washington County, Maryland, which Contract and all work to be done thereunder and all the plans, drawings, and specifications accompanying the same shall be deemed a part hereof and shall be incorporated by reference herein to the same extent as if fully set forth.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

- 1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the County to be in default under the Contract, the Surety may, within fifteen (15) days after notice of default from the County, notify the County of its election to either promptly proceed to remedy the default or promptly proceed to complete the Contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Signed, and sealed this _____ day of _____, 2024.

WITNESS:

_____ (Typed Name of Principal)
BY: _____ (SEAL)

WITNESS:

_____ (Typed Name and Title)
_____ (Typed Name of Surety)
BY: _____ (SEAL)

_____ (Typed Name and Title)
_____ (Name of Local Agent)
() _____
(Telephone Number of Local Agent)

LABOR AND MATERIAL PAYMENT BOND

Board of County Commissioners of Washington County, Maryland

BOND NO. _____

CONTRACT NO. _____

Date Bond Executed: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____,

(Here insert full name and address or legal title of Contractor, including zip code)

a corporation organized and existing under the laws of the state of Maryland and authorized to do business in the State of Maryland, hereinafter called the "**Principal**" and

(Here insert full name and address or legal title or Surety, including zip code)

a corporation organized and existing under the laws of the State of Maryland. and authorized to do business in the State of Maryland, hereinafter called the "**Surety**", are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter called the "**County**", for the use and benefit of claimants as hereinafter defined, *in the Penal Sum of \$ _____ Dollars and _____ Cents (\$ _____)* lawful money, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County, for the *Name of Bid (Contract No. PUR- _____) in Washington County, Maryland.* The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "**Contract**".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied, and reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

1. A **Claimant** is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-subcontractors in the prosecution of the work provided for the Contract, entitled to the protection provided by Md. Code Ann., State Finance and Procurement

Article, § 17-101, *et seq.*, as may be amended from time to time.

- 2. The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid State Finance and Procurements Article, § 17-101, *et seq.*, as may be amended from time to time, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

This Payment Bond shall be governed and construed in accordance with the laws of the State of Maryland and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or surety heading below.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals to this Payment Bond this _____ day of _____, 2024.

WITNESS:

_____ (Typed Name of Principal)

BY: _____ (SEAL)

_____ (Typed Name and Title)

WITNESS:

_____ (Typed Name of Surety)

BY: _____ (SEAL)

_____ (Typed Name and Title)

_____ (Name of Local Agent)

(_____)
 (Telephone Number of Local Agent)