



**Addendum 1  
For  
Furnace Street Subsidence Repair Project  
March 19, 2025**

This Addendum is issued to clarify, add to, delete from, correct and/or change the bid documents to the extent indicated and is hereby made a part of the said bid documents on which the construction contract will be based. Acknowledge receipt of the Addendum by inserting its number and date on the Bid Form. Failure to acknowledge receipt of this Addendum may subject offer to disqualification.

The questions and answers are as follows:

1. Since there is no traffic control item, I understand we are closing the road. Are we to use a type III barricade with road closed signs attached and a few barrels at each end or should we also include a concrete barrier behind the barricade as well?

- **Type III barricades with road closed signs attached will be sufficient. These barricades should be placed near the LOD's on each end on Furnace Street.**

2. Which item should we include the traffic control/barricades in to get paid?

- **Section 6, Site Preparation, Clearing and Grubbing shall also include installation and removal of Type II Barricades, with road closed signs attached. Payment shall be included in the lump sum Pay Item 6. Remove language for a farm gate in paragraph 6.4 of the specifications. There is no farm gate required on this project.**

3. The 6" Durable Limestone D50 called for in the plan I believe would be called Class 0 Riprap or Gabion Stone in our area and is readily available. Can you please confirm that is what you are intending for use of road subgrade?

- **Replace all reference of D<sub>50</sub> = 6" subgrade stone to Class 0 Riprap. According to MDE's "Guide to Common Construction Materials and Components", Class 0 riprap is roughly 7 inches in diameter. And is a readily available material in Maryland.**

4. Do we need to do any compaction/concrete testing by a 3rd party on this project? If so, what do you require tested specifically?

- **Compaction testing for asphalt is described in paragraph 8.3.5 of the specifications.**
- **The only other compaction will be the 1-1/2" crusher run stone material. This 1-1/2" crusher run stone shall be compacted to at least 90% of Standard Proctor maximum dry density, with a minimum of one test per layer, or per**



days production, and at a moisture content of not less than 2% below nor greater than 3% above optimum.

- **Concrete for use in the concrete curb and gutter shall be Class B (4000 psi), with a slump of 1 to 4 inches, an air content of 6 to 7.5%, and a temperature of 50°F to 90°F. Four concrete cylinders formed for compressive strength testing shall be formed in accordance with ASTM C31. Concrete compressive strength testing shall be in accordance with ASTM C39. Tests for compressive strength, slump test, air content, and temperature shall be every 50 CY, or at least once per day (whichever is greater).**

5. The pay item for unclassified excavation is per cyd. How do we quantify that? Will Potesta do the volume calcs or will we be required to do the volume calcs? If we are required to do them, will you require them to be certified by an engineer?

- **Bid has been changed to LUMP SUM so no volumes are required. Contractor to verify estimated quantities provided prior to submitting bid.**

6. The plans do not show any existing utilities on site with the exception of the overhead utilities. Are there any waterlines, sewerlines, or gaslines present on the site? If so, are we required to relocate and how is that paid?

- **In preparation of the plans, POTEITA performed a utility one-call and no underground utilities were marked in the area. According to the Town of Lonaconing, there may be an unused waterline in the construction area that may be removed if encountered. Removal of this abandoned waterline, if encountered, should be included in the unclassified excavation pay item. It is the contractor's responsibility to locate utilities within the limits of excavation.**

7. The detail for curb and gutter shows a 16" wide gutter pan, 12" thick gutter pan, and 12" high curb. This is not a common curb in our area and will require special formwork. The technical specs for Road Repair 8.2.5 calls for a standard Maryland DOT Type A curb and gutter. Can you clarify if the detail or technical spec is correct?

- **Use the technical specifications paragraph 8.2.5 for the type of curb and gutter**

8. The technical spec for Site Prep, Clearing and Grubbing calls for any trees over 6" to be stockpiled and brush to be burnt. Can we haul away or chip the brush and also there is not a great place to stockpile the +6" wood so do we haul it away as well?

- **Yes, you can haul away or chip the brush**
- **Contractor shall dispose of the trees offsite.**

9. The technical spec for Road Repair paragraph 8.3.1 calls for stockpile of suitable soil cover to supplement revegetation operations. Are we covering the 6" Limestone subgrade and 1.5" crusher run material on the out slope of the project with this material? Also, please identify a stockpile area for this material if required and will it need Sediment Control?

- **The out slopes do not require soil cover. Exposed rock is acceptable.**
- **See specification paragraph 8.3.2 – "Excess material from excavation that is suitable for soil cover shall be segregated, stockpiled, and utilized to**

**supplement “Revegetation” operations. Otherwise, excess material from the grading and excavation work for the project must be disposed of at a commercial site that is fully permitted and in compliance with all federal, state, and local laws. The disposal site must be approved by DGS/AMLD.”**

10. What size filter log is required?

- **8-inch**

11. Can filter log be used instead of smart fence, and if so what size would be required?

- **No. Filter log cannot be used instead of smart fence.**

12. Specs state that the cut up trees are to be left for the property owners, does the Town or other property owners want those trees or should we anticipate on disposing of those logs?

- **Contractor shall dispose of the trees offsite.**

13. There is possibility of damage to existing blacktop roadways outside of the LOD due to heavy truck traffic, are those roads rated for heavy truck traffic?

- **It is unknown if these roads are rated for heavy truck traffic. Specification Section 3.3 states, “When the DGS/AMLD has determined that the project has been satisfactorily completed, the Contractor shall remove all equipment, supplies, debris, and waste material from the project site. The site shall be restored to a condition judged safe and acceptable by the DGS/AMLD. Any damage to property caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the DGS/AMLD.”**

14. If there is damage due to truck traffic will it be the responsibility of the contractor to repair and will it be covered under the pavement unit pricing or an incidental?

- **Specification section 3.3 states, “When the DGS/AMLD has determined that the project has been satisfactorily completed, the Contractor shall remove all equipment, supplies, debris, and waste material from the project site. The site shall be restored to a condition judged safe and acceptable by the DGS/AMLD. Any damage to property caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the DGS/AMLD.”**

15. Do liquidated damages apply? If so, what is the dollar amount per day?

- **Yes. Section 4.05 on Page 2 of 8 should now read as:**



#### 4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$250.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250.00** for each day that expires after such time until the Work is completed and ready for final payment.
  - ~~3. *Milestones:* Contractor shall pay Owner **\$(number)** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

16. What is the percentage of the bid bond?

- **5%**

17. The Bid Form states Qualification Statement is required but was not provided.

- **See attached revised Article 3 – Qualifications of Bidders Section.**

18. The Bid Form contains Lump Sum Pricing with and without cash and contingency allowances, Guaranteed Maximum Price, Cost-Plus Fee, Price-Plus-Time, Time of Completion...etc. Should all this be there if this is a unit price bid?

- **This is a LUMP SUM bid. We are asking for unit prices incase of change orders during construction but are providing approximate quantities that each contractor should verify for their bid. So for bid submission, contractor shall include a LUMP SUM price on the Bid Form for Construction Contract in Section 3.01 A 1.0 but also include Unit Prices in Section 3.02 and the signature page on Page 8 of 8.**

**Additional design changes:**

19. Site Sections (Plan sheet 6) and Asphalt Pavement Detail (Plan Sheet 9)
- **Revise details to show 6-inches of No. 57 stone being placed directly above the Durable Limestone (Class 0 Riprap), and 6-inches of 1-1/2" crusher run being placed above the No. 57 stone, directly below the pavement. See attached detail.**
  - **Revise bid schedule to show Bid item 8.3, Description – Sub-Base Stone (1-1/2" Crusher Run) and No. 57 Stone.**

End of Addendum #1

the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
  - 1. Electronic Documents that are available in native file format include:
    - a. **[List documents that will be made available to Contractor]**
  - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
  - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
  - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 ~~To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [number] days of Owner's request, Bidder must submit the following information:~~
  - A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
  - B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
  - C. ~~Bidder's state or other contractor license number, if applicable.~~
  - D. ~~Subcontractor and Supplier qualification information.~~

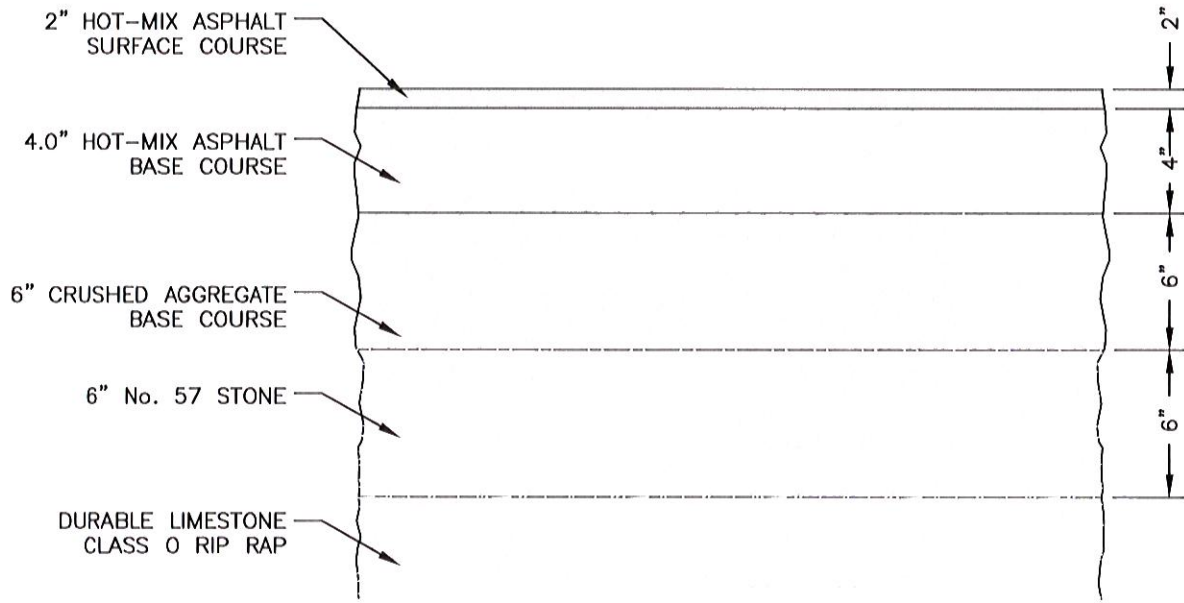


- E. ~~Other required information regarding qualifications.~~
- 3.02 ~~Prospective Bidders must submit required information regarding their qualifications by [insert deadline for prequalification submittals]. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~
- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
  - B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
  - C. ~~Prospective Bidder's state or other contractor license number, if applicable.~~
  - D. ~~Subcontractor and Supplier qualification information.~~
  - E. ~~Other required information regarding qualifications.~~
- 3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
  - B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
  - C. ~~Bidder's state or other contractor license number, if applicable.~~
  - D. ~~Subcontractor and Supplier qualification information.~~
  - E. ~~Other required information regarding qualifications.~~
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will not be conducted for this Project.
- 4.02 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.03 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its

File: Y:\C30-Proj-YR\2020\20-0317 MDE-AMLD\PHASE 070 FURNACE STREET\20-0317-070 DETAILS.dwg  
Plot Date/Time: Mar 19, 2025 - 12:01pm  
Plotted By: sabolyard



# ASPHALT PAVEMENT SECTION DETAIL

NO SCALE

REVISED DETAIL  
03/19/2025  
0102-20-0317.070



**POTESTA & ASSOCIATES, INC.**  
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Project  
**ASPHALT PAVEMENT DETAIL  
FURNACE STREET SUBSIDENCE REPAIR DESIGN  
LONACONING, MARYLAND**

Scale NO SCALE  
Date MARCH 2025

Dwg. No.  
**FIGURE 1**



3. Lump Sum Price (Sectional Lump Sum Bids)

Lump Sum Bid Price for Section I only	\$
Lump Sum Bid Price for Section II only	\$
Lump Sum Bid Price for Section I and II	\$

- B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Cash Allowance 1	\$
Lump Sum for Cash Allowance 2	\$
Lump Sum for Cash Allowance 3	\$
Total for all Lump Sum for Cash Allowances	\$

- C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum Contingency Allowance 1	\$
Lump Sum Contingency Allowance 2	\$
Lump Sum Contingency Allowance 3	\$
Total for all Lump Sum Contingency Allowances	\$

3.02 Unit Price Bids

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Project Description (No Bid Item)			\$	\$
2	General Requirements (No Bid Item)			\$	\$
3	Mobilization/Demobilization	LS	1	\$	\$
4	Quality Control	LS	1	\$	\$
5	Sediment & Erosion Control	LS	1	\$	\$
6	Site Preparation, Clearing & Grubbing	LS	1	\$	\$
7.1	12-inch HDPE Storm Pipe	LF	400	\$	\$
7.2	6-inch HDPE Underdrain	LF	250	\$	\$
7.3	Type S Inlet	EA	1	\$	\$
7.4	Cleanout	EA	2	\$	\$
8.1	Unclassified Excavation	CY	2000	\$	\$
8.2	Sub-grade Stone - Class 0 Riprap	TON	2500	\$	\$
8.3	Sub-base Stone - 1.5" CR & No. 57	TON	300	\$	\$
8.4	Bituminous Asphalt Pavement - Surface	TON	60	\$	\$
8.5	Bituminous Asphalt Pavement - Base	TON	120	\$	\$
8.6	Concrete Curb and Gutter	LF	240	\$	\$
8.7	W-Beam Traffic Barrier	LF	320	\$	\$
9	Revegetation	LS	1	\$	\$
Total of All Unit Price Bid Items					\$

- B. Bidder acknowledges that: