

TOWNS OF
NORTH BRENTWOOD & BRENTWOOD

Request for Bid Proposals for
Windom Road Barrier Park and Monument Plinth

RFP 24-01

BID DOCUMENTS

Issued by

Towns of North Brentwood & Brentwood

Telephone: 301-699-9699

Bid Submission

Date/Time: April 22, 2024, at 2:00 p.m.

Place: North Brentwood Town Hall

4009 Wallace Road

North Brentwood, MD 20722

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1. Invitation to Bid

The Towns of North Brentwood and Brentwood, Maryland (hereinafter called the "Towns") are issuing this Request for Proposals (RFP for the Windom Road Barrier Park and Sculpture Plinth, RFP 24-01 as specified in the plans, specifications, drawings and all other contract documents (the "Contract Documents"). A bid bond is required in connection with the submittal of the bid proposal.

Bid proposals must be submitted in original only, on the specified forms, in an opaque, sealed envelope marked "**Windom Road Barrier Park and Sculpture Plinth, RFP 24-01**" and delivered to North Brentwood Town Hall drop box, 4009 Wallace Road, North Brentwood, MD 20722 no later than **Monday, April 22, 2024 at 2:00 pm, the sealed bids will be opened publicly and read via a Special Zoom meeting on Tuesday, April 23, 2024 at 11:00 a.m.**

Award of contracts will be made by the Mayors and Councils of the Towns of North Brentwood and Brentwood, Maryland no later than **May 6th, 2024, 7:30 p.m.**

A pre-bid meeting for interested bidders will be held on **Tuesday, April 9th, 2024 at 11:00 a.m.** in the North Brentwood Town Hall, 4009 Wallace Road, North Brentwood, MD 20722. The attendance at the pre-bid meeting is mandatory, this is the potential bidder's opportunity to raise questions or issues of concern regarding this project and contractors are encouraged to attend. Site visits are also encouraged.

A pre-construction meeting will be required once the contract is awarded.

Copies of the Contract Documents may be downloaded from the Town of North Brentwood's website at www.NorthBrentwood.com. If you are unable to obtain the Contract Documents from the website, please contact the Town Manager, Jacqueline Goodall at **301-699-9699**.

The Towns of North Brentwood and Brentwood, Maryland are Equal Opportunity Employers. Discrimination based on age, race, sex, handicap, or national origin is expressly prohibited. The Towns reserve the right to reject any and all bid proposals and to accept the proposal considered to be in the best interests of the Towns.

This project is subject to federal, state, and local laws and implementation regulations, which include Davis-Bacon wage rates. A list of applicable laws and regulations is contained in the bid package. Additionally, this project has an established goal of 30% of all awarded contracts to approved minority firms.

The contact person for this project:
Jacqueline Goodall, Town Manager
telephone 301-699-9699, FAX 301-699-9699
Email: townmanager@northbrentwood.com

2. Pre-bid Meeting and Site Visit

Contractors that intend to submit a bid are required to attend the pre-bid meeting for an overview of the project scope and the opportunity to ask questions and seek clarification on any aspect of the proposal or process. A pre-bid meeting for interested bidders will be held on **Tuesday, April 9th, 2024 at 11:00 a.m.** in the North Brentwood Town Hall, 4009 Wallace Road, North Brentwood, MD 20722. Any substantive responses to questions asked during the meeting will be made part of an addendum to this RFP and will be sent electronically to all contractors that attended the meeting, or otherwise provided their email address to the Town Manager at Townmanager@Northbrentwood.com. Potential Bidders are also **required** to visit the project site during the pre-bid meeting.

3. Explanation to Bidders

Each Bidder shall carefully examine this RFP and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements before proffering a bid. Should a Bidder find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda, or revisions, or otherwise desire an explanation or interpretation of the RFP, amendments, addenda, or revisions, it must submit a request for an interpretation or correction in writing and convey it through email, no later than **12:00 pm Monday, April 8, 2023**. After the pre-bid meeting, any new or revised information will be furnished promptly to all meeting attendees and those not in attendance that provided an email address as an addendum to this RFP. It is the sole discretion of the Towns if it is necessary in proffering bids or if the lack of it would be prejudicial to any other prospective Bidders.

4. Questions and Clarifications of RFP Requirements

Any questions about the meanings or intent, discrepancies or omissions of the Contract Documents and all questions concerning this **RFP** shall be submitted in writing no later than **3:00 p.m. Friday, April 12, 2024 to Townmanager@Northbrentwood.com**. Include the Company's name, point of contact, e-mail and business addresses, and telephone number. Questions submitted after that time may not be addressed. Reference the specific section of the RFP in question. A written response to questions will be emailed to all email addresses provided by contractors as they are completed and any final responses by **Thursday, April 18, 2024**. Notices of changes, additions, and/or deletions to the specifications in this RFP after the pre-bid meeting will be posted on the Town's Website. It shall be the responsibility of all respondents to this RFP to visit the **Town's Website at www.Northbrentwood.com to check for revisions before the pre-bid meeting and after, up to the submission deadline.**

5. Submission of Bids

Work described herein shall be in accordance with the drawings, typical details, plans, and specifications contained in the Contract Documents. All construction work must meet or exceed applicable standards established by the Towns.

Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize him/herself with local conditions and on-going contracts that may in any manner affect performance of the Work, (c) determine to his/her own satisfaction the actual subsurface conditions including the character and type of soil and material he/she will encounter in the Work, (d) familiarize him/herself with Federal, State, County and local laws, ordinances, rules and regulations affecting performance of the Work; and (e) carefully correlate his/her observations with the requirements of the Contract Documents.

The submission of a proposal will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement. Failure to inspect the site will not relieve the Bidder of the obligation to furnish the material, equipment, and labor necessary to carry out the work bid, and to complete said work for the consideration and in the time set out herein.

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form. Proposals made on any other than the Bid Form will not be considered. Any changes not approved by the Project Manager will cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

All attachments are to be submitted with the bid (see Contents for list of attachments). If the form is not applicable, please submit note that on the form and submit.

All bids must be submitted in original only, on the specified forms, in an opaque, sealed envelope marked “**Windom Road Barrier Park and Sculpture Plinth, RFP 24-01**” and delivered to North Brentwood Town Hall drop box, 4009 Wallace Road, North Brentwood, MD 20722 no later than **Monday, April 22, 2024 at 2:00 p.m.** Any bid received after this date and time will not be considered. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to the Towns may be considered at any time it is received and may be accepted. All bids must remain in effect for at least 90 days from submittal. No Bidder may withdraw its bid within sixty (60) days after the actual date of the opening. The Towns reserve the right to accept bids individually or collectively, to accept or reject any or all proposals, waive any informality, cancel the solicitation before bid opening and take whatever action is in the best interest of the Towns. There is no guarantee, either expressed or implied, that award of a construction contract will be made to any contractor.

The Towns may request additional information, samples, or presentations in support of proposals. Additionally, the Towns may perform an interview with Contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

A Bidder may submit only one bid in response to this RFP. More than one proposal from an individual, firm or partnership, corporation, or association under the same or different names will not be considered and will be considered grounds for disqualification and/or rejection of the proposals involved unless prior approval has been given by the Towns.

The submission of a Bid will constitute a representation by the Bidder that they have complied with every requirement of this RFP.

All submissions will be retained by the Towns, except for proprietary or confidential financial information, and will become the property of the Towns, and the Towns have the right to distribute or use such information as they determine. **A Bidder must clearly identify any part of a bid submission that the Bidder deems to be proprietary or confidential.**

The Towns shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to the RFP. Any Bidder with a concern about the final award may submit a bid protest to the North Brentwood Town Manager. Bid protests must be submitted in writing within five (5) working days following the official public announcement of the contract award.

6. Bid Proposal

The Bidder must complete and submit the Proposal Authorization Form, **Attachment B**, and an overall price proposal for the project and provide a breakdown of the costs on the Schedule of Quantities and Prices form provided in **Attachment D**, which shall include a complete breakdown of materials and labor costs and separated clearly into provided project phases.

7. Contractor Experience and Capacity

Bidders must submit **Attachment C**, Contractor Experience and Capacity Form, providing a brief description of the company's ability to satisfactorily perform the required work including years in business (a minimum of five (5) years is required); form of organization; experience performing similar work; and quality assurance and quality control procedures.

8. Subcontractors

Bidders may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors, but may not award work/services to subcontractors, over fifty (50%) percent of the price proposal, without the prior written approval of the Towns. Bidders must list all subcontractors assigned to the project on the form provided in **Attachments H & I**.

9. References

The Bidder is required to submit three (3) references on the form provided in **Attachment F** for similar projects completed during the past five (5) years.

10. Proof of Qualifications

Bidders must submit with the bid the Contract Experience and Capacity Form, **Attachment C**, and must certify that it is not barred from participation in contract activities with any government and provide other required affidavits (**Attachments J – O**). Failure to submit proof of qualifications, as required, shall be enough cause to reject said bid. Bidders may be required to furnish additional information as proof of qualification subsequent to the opening of bids.

11. Performance Bond

The successful Bidder will be required to give Performance and Labor and Material Bonds and a Certificate of Insurance within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price and shall name the Town of North Brentwood and Town of Brentwood, Maryland as insured and shall be in a form and with a surety acceptable to the Towns. The Labor and Material bond shall be in the amount of 100% of the Contract Price. Bidder will complete **Attachment P**.

12. Funding Requirements

- a. The project is funded through the State of Maryland and must comply State wage and other contract requirements.
- b. Bids must reflect utilization of the State of Maryland or County certified Minority Business Enterprises (MBE) to perform no less than Thirty (30) percent of the Bid Proposal Price.

13. Change Orders

- a. The Towns at any time may make changes in the Work of the Agreement by making alterations therein, by making additions thereto, or by omitting Work therefrom, after execution of an Agreement, and no such action shall invalidate the Agreement, relieve, or release the Contractor from any guarantee under the Contract, affect the terms or validity of any bond, relieve, or release any Surety, or constitute grounds for any claim by the Contractor for consequential damages or loss of anticipated profits. Such changes in the Work shall be accomplished by a Change Order. A Change Order is a written instrument executed by the Towns and the Contractor, stating their agreement on (1) the change in Work; (2) the amount of adjustment, if any, in the Contract Price; and (3) the extent of the adjustment, if any, in the Project Schedule. Within five (5) calendar days of receipt of a Change Order initiated by the Towns, the Contractor shall provide an estimate of the change to the Contract Price and/or Project Schedule. Until the Change Order is approved by the Towns Representative(s) in writing the Contractor will be under no obligation to perform the Work.
- b. The Contract Price may be amended only by a Change Order, initiated by the Towns or Contractor. The Towns and Contractor will both have five (5) calendar days to respond to a Change Order request initiated by the other. All Change Order requests must be made and approved on a Change Order form provided by the Towns and must be approved in writing by the Towns Representative(s).
- c. With the exception of minor Work, the Towns will not direct the Contractor to perform

changed work, and the Contractor is under no obligation to perform changed work unless and until there is an agreed-upon price, as reflected in the signed Change Order.

d. The Contractor may submit written requests for a Change Order for additional work that it has determined to be necessary to complete work identified in the specifications and reflected in the Contract Price or ordered by the Towns under 15a. The Contractor shall submit its request for Change Order within five (5) calendar days of the event giving rise to the change. The value of any Work covered by a change or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:

1. Cost of project components approved.
2. An agreed-upon lump sum.
3. The actual cost of labor, materials, supplies, equipment, overhead, and other services necessary to complete the Work.

e. The maximum percentage that shall be allowed for Change Orders resulting in a price increase shall include the Contractor's combined overhead and profit as follows:

1. For all such Work done by the Contractor, the Contractor may add up to ten percent (10%) of the actual net increase in cost for combined overhead and profit.
2. For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of the actual net increase in costs for combined overhead and profit and the Contractor may add up to five percent (5%) of the Subcontractor's total for the combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

f. In the case of a change on Contract Price, the Contractor will in a form acceptable to the Towns provide an itemized cost breakdown together with supporting data including original invoices, delivery tickets, and any other documentation requested to substantiate the costs.

g. The amount of credit to be allowed by the Contractor to the Towns for any such change that results in a net decrease in cost will be the amount of the actual net decrease as determined by the Towns. When both additions and credits are involved in any one Change Order.

h. The Change Order detailing the increase or decrease in the Contract Price or an extension or shortening of the Project schedule, shall be valid only after approval and execution by the Towns Representative(s) in writing. The Towns may authorize minor changes or alterations in the Work not involving extra cost and may also authorize minor changes in the Work which do not alter the character, quantity, or cost of the Work as a whole. These changes may be requested in the field by the Project Engineer or Contract Administrator. The Contractor shall carry out such changes promptly and without any adjustment of the Contract Price or Project Schedule.

i. Additional Work performed by the Contractor without the written approval of a Change Order, or in the absence of a timely change order request will not be entitled to an increase in the Contract Price or an extension of the Project Schedule and is performed at the Contractor's risk, except in the case of an emergency as described below.

14. Role of Project Engineer

The Project Engineer will be the Towns' representative during the construction period and will attend the pre-construction conference, perform a site visit during construction, perform the site walkthrough after construction and prepare a punch list of items to complete and/or correct, perform a follow-up walkthrough to backcheck punch list items, and review and certify contractor invoices.

15. Use of Premises and Security

a. The successful Bidder will confine equipment, the storage of materials and equipment to areas permitted by law, ordinances, permits, and/or the requirements of the Agreement with the Towns; shall not unreasonably encumber the premises with materials or equipment; and have the responsibility to provide security for all materials equipment and personnel on and off the job site as relates to the contract. The Towns shall not be responsible for any project security.

b. The Contractor shall take all measures necessary to protect existing properties and their improvements from damage during the work at no additional cost to the Towns. Any damage caused by negligence, direct and indirect actions associated with the execution of this project shall be corrected at no additional cost to the Towns, to the Contract Administrator's satisfaction.

16. Contractor Licensing and Conformance with Laws

Bidders are required under Section 17-602 of the Business Regulations Article, Annotated Code of Maryland to show evidence of having obtained a construction license in the State of Maryland. The successful Bidder shall comply with all applicable County, State and Federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract; shall be responsible for complying with all statutes, laws, codes, ordinances, regulations, rules, and requirements; and obtain and maintain all licensure requirements of each applicable jurisdiction.

17. Warranty and Guarantee

a. The successful bidder shall warrant the completed project for a period of one year from the date the project is fully completed from defects in materials and workmanship, or any other warranties set by law; under such warranty, remedy the defect at owns expense; restore any work damaged in fulfilling the terms of this clause. The warranty concerning work repaired or replaced thereunder will run for one (1) year from the date of such repair or replacement. Notification in writing will be provided by the Towns within a reasonable time after the discovery of any failure, defect, or damage.

b. The work under the Agreement with the Towns, except as expressly excluded, and all of its subcontracts, severally and collectively, whether herein stipulated in each case or not, shall be guaranteed against faulty workmanship and/or material as specified below from the date of acceptance of the work. The provisions of the guarantee and/or guarantees shall be incumbent on all parties of the Work, including the successful Bidder, each subcontractor, all material supply

houses, and all manufacturers whose products and/or equipment are incorporated into the facilities.

c. No action by the Towns shall constitute an acceptance of Work, materials, or equipment not performed or installed in accordance with the Agreement or relieve the successful Bidder or their Sureties of liability in respect to any warranties or responsibility for faulty materials or workmanship.

18. Insurance Requirements

The Towns of Brentwood and North Brentwood shall be named as an additional Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance. Prior to issuance of the Notice to Proceed the Contractor shall provide to the Towns of North Brentwood and Brentwood evidence of Contractor's commercial insurance coverage for the following:

Insurance:

Workers' compensation and unemployment insurance, an insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed.

The coverage under such an insurance policy or policies shall have limits not less than:

Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

Commercial General Liability Insurance (CGL), the coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$1,000,000/\$3,000,000 per occurrence/aggregate

PREMISES MEDICAL PAYMENT \$5,000

FIRE LEGAL LIABILITY \$1,000,000

PERSONAL INJURY/ADVERTISING \$1,000,000 or combined single limit not less than \$2,000,000.

Automobile Liability Insurance, An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the Contractor's aforementioned Commercial General Liability Insurance, In addition" the Town of North Brentwood" and " the Town of Brentwood " shall be designated as the Certificate Holder and as an Additional Insured of the Certificate of Insurance coverage under such an insurance policy or policies shall have limits not less than :

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$1,000,000 Combined Single Limit Professional Errors and Omissions Liability Insurance
BODILY INJURY AND PROPERTY DAMAGE LIABILITY -\$3,000,000 per occurrence/\$3,000,000 aggregate

A Certificate of Insurance shall be provided to the Towns by the Contractor within five (5) business days after the award of the contract and in any event before commencing work under the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the Towns.

Liability insurance on all major divisions of coverage for the Contractor and subcontractors shall be required for the length of the contract. The Contractor and all subcontractors must supply evidence of insurance upon request. The Contractor must agree to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claim or suit. The Contractor shall be prepared to show evidence of insurance as required by the Towns included herein, before the execution of any contract. The Contractor shall provide the Certificate of Insurance to the Towns. Failure to provide an acceptable Certificate of Insurance within the timeframe stated above shall be cause to terminate the contract. The Certificate shall state that such insurance is in full force and cannot be canceled or released except upon thirty (30) days after written notice to the Towns. If any of the stated coverages expire during the term of the contract, the Contractor shall deliver renewal certificates to the Towns at least ten (10) calendar days before the expiration.

19. Award of Contract

The successful Bidder will require action by the Mayors and Councils of the Towns. In determining which proposal is in the best interest of the Towns, the Towns will take into consideration, among other things, the bid price, experience, qualifications, capacity, references and past performance, responsibility and currently available facilities, equipment and financial resources of the Bidder to perform the work. The Towns reserve the right to reject any or all proposals, and to exercise their sole discretion to best serve the interests of the Towns. The Towns reserve the right to cancel the award of the contract at any time prior to execution of the Contract without liability on the part of the Towns. Except where the Towns exercise the right reserved herein to reject any or all proposals, each contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the Towns.

20. Execution of the Contract

The Bidder to whom the Contract has been awarded must execute a contract within ten (10) business days after the award and submit such other documents as required by the Contract Documents, including performance bonds and insurance certificates. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award and the forfeiture of any Bid Bond, which shall become the property of the Towns, not as a penalty but in liquidation of damages sustained.

If the bidder to whom the award is made shall fail to execute the contract and bond hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he/she were the original party to whom the award was made, or the Towns may reject all of the bids, as its interest may require.

The Towns will hold as many of the bid bonds submitted with the proposals as it may deem advisable, until the execution and delivery of the Contract and bonds, whereupon they shall be returned. All other bid guarantees will be returned as soon as the award is made.

A Bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the Towns.

21. Notice to Proceed

After execution of the Agreement, the Towns will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under the Agreement shall be initiated and completed. Work done before the date set forth in the Notice to Proceed shall be at the successful Bidder's risk. Failure by the successful Bidder to initiate work within five (5) days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Agreement and may result in termination of the Agreement by the Towns and other actions in law.

22. Construction Stakeout

The Contractor shall furnish all necessary lines, grades, and construction stakeout as required to complete the project as per approved plans and specification.

23. Special Provisions

01. GENERAL

01.01 This is to advise the Contractor that all work covered by the Contract shall be performed in accordance with the "General Specifications and Standards for Highway and Street Construction of the Department of Public Works and Transportation, Prince George's County, Maryland" revised March, 2012, (except as modified by the attached contract plans) and hereinafter called General Construction Specifications and that said specifications are hereby made part of the contract.

01.02 These Special Provisions are hereby made part of the Contract. In case of any conflict with any part of these specifications, the Special Provisions shall govern, except as modified by the attached plans. The various items under the Contract shall be paid for as set forth in the Bid or Proposal.

01.03 No night, Saturday, Sunday or Legal Holiday work requiring the presence of Engineer or Inspector will be permitted, except in case of an emergency and/or with written permission of the Engineer. The Contractor shall notify the Engineer at least two days in advance of such holiday, Sunday or night that he desires to work, stating the place where said work will be conducted.

01.04 The Contractor shall be held responsible for the preparation of a project schedule which will enable him to complete the work under the contract in the time specified, in accordance with the Special Provisions.

01.05 In case of any conflict with any part of these specifications and Prince George's County Specifications, the Engineer will be the sole authority as to the proper procedure to follow. The various items under the contract shall be paid for as set forth in the Bid or Proposal.

02. SCOPE OF WORK

02.01 It is the purpose of the contract to provide the construction services required to create the Windom Road Barrier Park in the Towns of N. Brentwood and Brentwood, MD.

The scope of work includes the following activities:

- Project scheduling and reporting
- Providing Traffic Maintenance and Control as needed
- Providing Erosion and Sediment Control as needed
- Removal of existing asphalt pavement and installation of permeable interlocking unit pavement system
- Installation of tree planters
- Installation of sculpture foundation

03. TRAFFIC MAINTENANCE AND CONTROL

03.01 This is to advise the Contractor that he will be required to provide traffic control and maintenance as specified in the construction plans.

03.02 Any required lane closures shall occur between the hours of 9 AM and 3 PM, unless otherwise coordinated with the Towns of Brentwood and N. Brentwood.

03.03 Roadway must be fully restored at the end of each work day.

03.04 A minimum of 12-foot lanes must be maintained throughout the work zone.

03.05 Traffic control devices must be in compliance with the latest MUTCD and MD SHA Book of Standards.

03.06 All warning signs not in use shall be fully covered with opaque material.

03.07 Traffic signs will not be placed where they will impede the path of pedestrians or motorists

03.08 All excavation which results in a pavement edge drop-off shall be in accordance with MD STD Nos. MD104.06.15 to MD 104.06-19

03.09 Contractor shall provide safe, clear and detectable path for pedestrians at all times during construction. Utilize MD 104.06-09A-D, as needed.

03.10 Only one side of the roadway shall be under construction at a time. Contractor shall provide safe, clear and detectable path for pedestrians at all time during construction. Utilize MD104.06-09A-D, as needed

04. EROSION AND SEDIMENT CONTROL

04.01 This is to advise the Contractor that erosion and sediment control practices will be implemented as, and where needed and in accordance with the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control (MDE, 2011) and that said specifications are hereby made part of the contract.

04.02 In case of any conflict with any part of these specifications, the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control shall govern.

05. CLEARING AND GRUBBING

05.01 Clearing. The removal and disposal of trees, fallen timber and rotten wood, brush, shrubs, vegetation, rubbish, fences, and structures not specified in the Contract Documents for removal and disposal. Unless otherwise specified, clearing outside the LOD includes the removal of rubbish only.

05.02 Grubbing. An earth-disturbing activity, which includes the removing from the ground and disposing of all stumps, roots and stubs, brush, and debris.

05.03 Limits of Disturbance (LOD). The maximum allowable limit of earth disturbance as delineated in the Contract Documents. When not delineated in the Contract Documents, the LOD will be 10 ft beyond the top of cut, toe of slope, or limit of ditch excavation. Do not perform earth-disturbing activities beyond the LOD without authorization.

05.04 Limits. Clearing and grubbing is confined to the LOD and authorized modifications to the LOD. When indicated in the Contract Documents, the limit of clearing may include the area between the LOD and the right-of-way or easement lines.

05.05 Disturbed Area. An area where erodible material is exposed by construction activities.

05.06 Stabilization Measures. Activities that prevent erosion. These activities include the placement of temporary mulch, temporary seed, permanent seeding such as turfgrass establishment, soil stabilization matting, riprap, stone aggregate, and asphalt or concrete paving. The placement of one or more of these temporary or permanent stabilization measures to the satisfaction of the Engineer will meet the requirements for proceeding to the next grading unit or operation.

07. PUBLIC UTILITIES

07.01 Attention of the Contractor is directed to the presence of: water, sewer, storm drain and gas mains; electrical wires and conduit; communication cables (both overhead and underground) and poles; and building service connections in the street in which the construction project is to be performed. The Contractor shall exercise special care and extreme caution in order to protect and avoid damage to utility company facilities as described in the preceding sentence.

07.02 The Contractor shall contact "Miss Utility" at 1-800-257-7777, 48 hours prior to start of excavation. If clearances are less than shown on this plan or twelve (12) inches, whichever is less, contact the engineer and the utility company before proceeding with construction.

07.03 Information concerning existing underground utilities was obtained from available records. The Contractor must determine the exact location and elevation of all existing utilities and utility crossings by digging test pits by hand, well in advance of the start of excavation.

08. TEST PIT EXCAVATION

08.01 Excavate and backfill test pits to determine the location of underground structures and utilities. Determine the location of underground structures and utilities by test pit excavation prior to excavation operations.

Excavate test pits at the location and to the size and depth authorized. Backfill test pits as specified.

08.02 Test Pit Excavation will be measured and paid for at the Contract unit price per cubic yard for the material actually removed from within the limits specified. The payment will be full compensation for all excavation, tamped backfill, and all material, labor, equipment, tools, and incidentals necessary to complete the work. Any pavement to be replaced will be measured and paid for as specified in Section 106.

09. RESERVED

10. UNDERDRAINS, SUBGRADE DRAINS

10.01 Construct underdrains, subgrade drains, underdrain pipe outlets, and blind drains using pipe, geotextile, and granular material. Clean existing underdrain outlets.

10.02 Excavation. Excavate trenches to the specified dimensions and grade. Ensure that the sides and bottom of trenches are smooth and uniform to prevent tearing of the geotextile when backfilling.

10.03 Geotextile. Place geotextile as specified in plans. Place it with the machine direction parallel to the longitudinal direction of the trench. Ensure that it is of sufficient width to completely enclose the underdrain trench, including specified overlaps. Place the geotextile tightly against the underdrain trench to eliminate voids beneath the geotextile. Avoid wrinkles and folds. Maintain at least a 24 in. overlap at joint ends or breaks. Pin joints and overlaps to securely hold the geotextile in place until placement of the cover material. Pin longitudinal joints, overlaps, and edges no more than 50 ft on center. Replace or repair damaged geotextile.

10.04 Pipe Placement. Slope the underdrain pipe to maintain positive drainage toward the outlet. Place perforated pipes with the perforations down and arranged symmetrically about the vertical axis. Plug the ends of trunk lines, wyes, tees, or ells as directed. Make joints and connections in accordance with the manufacturer's recommendations.

10.05 Outlets. Outlet the underdrains into drainage structures whenever possible. Outlets that empty into a drainage structure shall be at least 9 in. above the normal flow line in the structure and be constructed of normal underdrain outlet pipe. Maintain at least 18 in. of cover over the pipe. Rodent screens are not required when an underdrain outfalls into a drainage structure. Use Type 'S' (smooth interior wall) polyethylene (PE), or smooth-wall polyvinyl chloride profile wall (PPWP) pipe, as specified in Section 905. When changing the direction of the longitudinal underdrain or outlet pipe, ensure all bends have a radius of at least 3 ft.

10.06 Backfill. Backfill trenches to the specified dimensions and grades. Backfill underdrain and outlet trenches as the work progresses.

10.07 Underdrain. Lightly tamp aggregate backfill, and screed or rake to provide proper thickness and grade.

11. PERVIOUS CONCRETE PAVEMENT SYSTEM

CONSTRUCTION. Do not use the PCPS area as a sediment control facility. Do not construct the PCPS in areas previously used for erosion and sediment control.

Perform PCPS construction activities during dry weather when soil moisture conditions are suitable, and when the surrounding drainage areas are permanently stabilized. Only work with soil that is friable and not in a muddy or frozen condition. Cease operations when soil and overall conditions are otherwise unsuitable.

Pre-Placement Meeting. Conduct a pre-placement meeting to discuss the construction of the PCPS and other construction needs. The following personnel shall be present: the Contractor, the Town Engineer.

Excavation. Excavate to the dimensions, side slopes, and elevations as specified.

Excavation Area Bottom Preparation. Only work with soil that is friable and not in a muddy or frozen condition. When present, remove any standing water from the excavation area. Prepare the bottom of the excavated area by using to a minimum depth of 8 in. to loosen soil.

Geotextile. Place tightly against the vertical sides of the excavation area, pulling tight to eliminate wrinkles and folds and pin securely. Eliminate any voids between the geotextile and the underlying soil and avoid wrinkling and folding the geotextile. Maintain a minimum 12 in. overlap at the geotextile joint ends or breaks. Pin longitudinal joints, overlaps, and edges securely with pins spaced no greater than 10ft on center. Do not place geotextile on the bottom of the excavated area.

Sand Layer. Place a Fine Aggregate - Portland Cement Concrete sand layer after any geotextile has been placed when specified, and as shown and as directed. Level out the sand layer to equal depth in all areas. Place the sand layer using a method that minimizes undue compaction of the rotor-tilled soil.

Drainage Pipes. Refer to the Contract Documents to determine when and where drainage pipes need to be placed if needed.

Stone Bases. Place a stone base after rototilling and after the sand layer (when required) as follows:

- a) Place a base lift of No 2 or No 57 stone to the depth as shown and as directed.
- b) The lift's top elevation should be on the same slope as the final slope of the PC material.
- c) In areas where steps are to be constructed, the front side will be at a different depth than the back side.

d) Lightly compact each layer "using a plate compactor or a single pass of a lightweight roller. Any material required over drainage pipe may be placed during compaction as shown.

Leveling Course. Place a leveling course of No 8 or No 57 stone and lightly compact when specified. Cease compaction once the leveling course is stable enough to support paving equipment. Regrade as necessary as construction vehicle traffic enters and exits the placement site.

ADA ramps. Do not place PC material in areas where ADA ramps are to be constructed.

11. ASPHALT PATCHES

11.01 Removal of Pavement for FDP. Make a perpendicular saw cut full depth around the perimeter and remove the existing pavement to the top of the aggregate base. Maintain square vertical faces after saw cutting.

11.01 Base and Subgrade Preparation. The aggregate base of the FDP area will be evaluated to determine its suitability.

- (a) When the aggregate base is determined to be unstable, compact it to DPW&T standard specifications.
- (b) When no aggregate base is present, construct the subgrade foundation to DPW&T specifications.
- (c) Removal of Unsuitable Material:
 - (1) When the aggregate base or subgrade material is unsuitable, remove and dispose of the unsuitable material.
 - (2) Replace the unsuitable material with graded aggregate base conforming to DPW&T
 - (3) Compact the replacement material in layers no greater than 4 in. depth.
 - (4) Protect the aggregate base or subgrade after placement.
 - (5) Remove and replace any aggregate base or subgrade damaged due to lack of protection at no additional cost.

11.02 Emergency Filler. Have sufficient approved cold patch material readily available to fill the void of the repair area. Place and compact the material as directed. Completely remove the material at the beginning of the next workday.

11.03 Steel Plates. Ensure that an ample supply of 12 ft x 14 ft by 1 in. thick steel plates are available on site to cover the emergency filler.

12. CURB AND GUTTER

12.01 Excavation. Excavate to the specified depth and to the width required to install and brace the forms. Compact the subgrade to 92 percent density according to T 180, Method C, and trim to the proper shape and required grade. Remove all soft and unsuitable material and replace with approved material.

13. GEOTEXTILES

13.01 Geotextiles shall be manufactured from fibers consisting of long chain synthetic polymers, composed of a minimum 95 percent by weight of polyolefins or polyesters, and formed into a stable network so the filaments or yarns retain their dimensional stability relative to each other, including selvages. Geotextiles used on Administration projects shall conform to the following:

MARYLAND APPLICATION CLASS		TYPE OF GEOTEXTILE	GRAB STRENGTH	PUNCTURE STRENGTH	PERMITTIVITY	APPARENT OPENING SIZE, MAX	TRAPEZOID TEAR STRENGTH
			lb	lb	sec ⁻¹	mm	*** lb
			D4632	D6241	D4491	D4751	D4533
SD	TYPE I	NONWOVEN	160	310	0.50	0.43	55
		WOVEN, MONOFILAMENT	250	495	0.50	0.43	90
	TYPE II	NONWOVEN	160	310	0.20	0.25	55
		WOVEN, MONOFILAMENT	250	495	0.20	0.25	90
PE	TYPE I	NONWOVEN	200	430	0.70	0.43	80
		WOVEN, MONOFILAMENT	250	620	0.70	0.43	90
	TYPE II	NONWOVEN	200	310	0.20	0.25	55
		WOVEN, MONOFILAMENT	250	495	0.20	0.25	90
	TYPE III	NONWOVEN	200	220	0.10	0.22	40
		WOVEN, MONOFILAMENT	250	370	0.10	0.22	70
SE	NONWOVEN	160	310	0.20	0.30	80	
	WOVEN	250	495	0.20	0.30	90	
ST	WOVEN	300*	600	0.05	0.15**	110	
F	WOVEN	200	450	0.05	0.60	75	
E	NONWOVEN	200	450	1.1	0.21	80	
	WOVEN, MONOFILAMENT	370	900	0.28	0.21	100	

Note 1: All property values in the above table are based on minimum average roll values in the weakest principal direction except for apparent opening size.

Note 2: The ultraviolet stability shall be 50 percent after 500 hrs of exposure for all classes, except Class F, which shall be 70 percent (D4355).

*15 percent elongation for silt fence and monofilament woven geotextile in Machine Direction

**This is a MINIMUM apparent opening size, not a maximum.

***Machine Direction

Contact the Office of Materials Technology's Soils and Aggregate Technology Division for approval of geotextiles used for reinforcement applications.

13.02 SECURING PINS OR STAPLES. Minimum 10 in. length and designed to securely hold the geotextile in place during construction.

14. COMPLETION OF WORK

14.01 All work covered by this Scope of Work shall be completed in 45 calendar Days, but no later than June 15, 2024.

14.02 The actual count of calendar days shall commence at the end of the ten (10) day period mentioned in the Contractor's written "Notice to Proceed" or that day, within this period, the Contractor actually begins work.

14.03 For each day that any work shall remain uncompleted after the expiration of the calendar days specified, or amended by extensions approved by the Engineer, the sum of \$500.00 for each day of delay including Sundays and legal holidays, shall be deducted from any money due the Contractor. This sum shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the Town because of delay in completion of the work.

14.04 If, in the opinion of the Engineer, work is delayed because of conditions. Beyond the control and without the fault of the Contractor, including, but not by way of limitations, any actual hindrances and/or delays to the work attributable to lack of reasonable prompt and/or efficient action on the part of the Town or its representatives, he shall extend the time for completion in such amount as the conditions justify.

15.0 ADJUSTMENT OF UTILITIES

15.01 The Contractor shall notify all the utilities involved at least one week prior to starting work in the streets where they are located, so that these organizations may have their representatives present. The Contractor shall assist the utility companies as necessary by providing line and grade for structure adjustments.

15.02 The Contractor shall adjust, as necessary, the existing structures within the right-of-way, prior to overlaying streets.

15.03 Any damage to utilities that may result from the Contractor's operations shall be made good by the Contractor. The Contractor shall have no claims for any delay that may occur in changing or relocating any of the services. The Town will charge any expense to which it may be put by the operations of the Contractor to him and will deduct the same from any monies due or to become due to him.

15.04 Payment for Utility Adjustments will be made for at the contract unit price bid for adjusting each structure, which price will constitute full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete these items.

16. INCREASE OR DECREASE QUANTITIES

16.01 The ten (10%) percent limitation on increasing or decreasing quantities of work Stipulated in Section 6.09 of the Prince George's County Department of Public Works " General Specifications and Standards for Highway and Street Construction " does not apply on the contract. The Engineer hereby reserves the right to increase or decrease bid quantities without renegotiations of contract bid prices.

17. SITE RESTORATION

17.01 Upon completion of specific work items, all surface facilities and plantings, if any, shall be restored to their original condition. Driveways, curbs, sidewalks, lawns and shrubbery shall be restored and all debris removed from the site, to the satisfaction of the Engineer. Restoration of utilities shall be done in accordance with specifications of applicable agent or utility company. There is no pay item in the contract for Site Restoration and it will not be measured and paid for directly but it will be considered a subsidiary obligation of the various pay items of the contract.

24. Approximate Quantities

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the Bidder, but in no way bind or limit the Town to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the Engineer are approximate only and have been used by the Engineer as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the bids and awarding the Contract. The Engineer has endeavored to estimate these quantities correctly according to his knowledge and the information as shown on the plans, but it is not guaranteed that these estimated quantities are accurate and if the Contractor, in making up and/or submitting his bid or bids relies upon the accuracy of said estimated quantities, he does so at his own risk. **See Attachment D.**

25. Power of Attorney

Attorney-in-facts who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

26. Taxes

The Towns are exempt from State of Maryland Sales Tax. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in the bid.

27. Federal Tax Identification Number

All Vendors must furnish upon request a federal tax identification number to the Town. Failure to provide this information could result in invoice payments being withheld.

28. Unbalanced Bid

Bidders are specifically warned against unbalancing their bids as this will render them liable for rejection.

29. Modification of Bid Documents

The right is reserved, as the interests of the Towns may require, to revise or amend the plans and specifications prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all known prospective bidders.

Additionally, describe the company's quality assurances procedures. (Complete the form provided as **Attachment C.**)

30. Receipt of Addenda

The successful bidder will be required to provide a statement that he/she has received all addenda prior to submitting the bid by submitting a completed Addenda Acknowledgement form, **Attachment A**.

31. Labor Standards and Wage Rates

Attention of Bidders is particularly called to the wage rates to be paid under the contract and conditions of employment to be observed. This project is subject to Davis Bacon wage rates as it is paid for in part by federal funds.

Attachments

- A. Addenda Acknowledgement
- B. Proposal Authorization Form
- C. Contractor Experience and Capacity Form
- D. Schedule of Quantities and Prices
- E. Gantt chart of project schedule
- F. References
- G. Fair Labor Standards
- H. Minority Business Utilization Plan
- I. Monthly Minority Business Enterprise Utilization Report
- J. Non-Collusion Affidavit
- K. False Pretense Affidavit
- L. Affidavit of Non-Conviction
- M. Certificate of Non-Suspension
- N. Bribery Affidavit
- O. Certificate of Registration
- P. Bid Bond

Attachment A: Addenda Acknowledgment

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

Addenda Number	Date	Initials

X

Signature

Printed Name

Attachment B: Proposal Authorization

By signing this proposal form, such action certifies that the Company has personal knowledge of the following:

That said Company has examined this RFP and specifications, carefully prepared the proposal form, and has checked the same in detail before submitting said proposal; and that said Firm, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with this proposal.

That all of said work will be performed at the Company's own proper cost and expense. The Company will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable company hereby submits in good faith and in full accordance with all specifications, attached or integral, their Proposal:

Authorized Signature

Printed Name and Title of Signatory

Date

SEAL: (If a corporation)

Attachment C: Contractor Experience and Capacity Form

Submit a brief description of the company's ability to satisfactorily perform the required work including years in business (a minimum of five (5) years is required); form of organization; experience performing similar work; and quality assurance and quality control procedures

Attachment E: Gantt chart of project schedule

Note: Project must be complete by June 15, 2024

Attachment F: References

Complete and submit the following for three (3) projects of similar complexity as the RFP project.

REFERENCE 1	
Project Name	
Project Address	
Client	
Contact Name for Reference	
Contact Telephone #	
Contact Email Address	
Project Cost (\$)	
Project Start and End dates	
Description of Work Performed	

REFERENCE 2	
Project Name	
Project Address	
Client	
Contact Name for Reference	
Contact Telephone #	
Contact Email Address	
Project Cost (\$)	
Project Start and End dates	
Description of Work Performed	

REFERENCE 3	
Project Name	
Project Address	
Client	
Contact Name for Reference	
Contact Telephone #	
Contact Email Address	
Project Cost (\$)	
Project Start and End dates	
Description of Work Performed	

Attachment G: Fair Labor Standards

CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), and implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a contract or award from the Town of North Brentwood, Maryland. Receipt of such certification shall be a prerequisite to the award of the contract and payment thereof.

Certification of Bidder

I (We) hereby certify that our firm, as producer of the goods to be purchased by the Towns of Brentwood and North Brentwood, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s)

Name: _____

Title: _____

Name of Firm/Partnership/Corporation: _____

Date: _____

Attachment H: Minority Business Utilization Plan

(TO BE SUBMITTED WITH BID)

BID PROPOSAL NUMBER: _____

MBE Firm/Organization

Name:

Address:

Phone:

Principal:

WORK CATEGORY

PREVIOUS CERTIFICATIONS

PROJECTED SUBCONTRACT

(FOLLOW SPECIFICATION FORMAT)

[STATE, COUNTY, FEDERAL, ETC.) AMOUNT

TOTAL CONTRACT AMOUNT - \$ _____

TOTAL MBE SUB-CONTRACTING - \$ _____

% MBE PARTICIPATION -% _____

X _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

GENERAL CONTRACTOR/ PHONE NO.

DATE

Attachment I: Monthly Minority Business Enterprise Utilization Report

(TO BE SUBMITTED MONTHLY)

1. I certify that the MBE Utilization Schedule dated _____ for this contract is correct and no deviations have occurred or are anticipated to occur.

A. Monthly MBE Activity

MBE Subcontractors/Suppliers						
Name	Type of Work	Minority Status	MBE Cumulative Dollars Paid	MBE Planned Expenditures	% Total Contract Value	Total Contract \$ Paid
			\$ _____	\$ _____	% ____	\$ _____
			TOTAL	TOTAL	TOTAL	TOTAL

Contractor: _____

X _____

Signature of Authorized Representative, Title

Date

Attachment J: Non-Collusion Affidavit

I, _____, being duly sworn on oath, deposes and says:

That he/she is the _____ (*Town, Partner, Title if on behalf of a corporation*) of

(*Name of Business, Corporation or Partnership*)

the party submitting the foregoing Bid; that (he/she has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized officer, if the Bidder is a Corporation.

(*Signature*)

(*Date*)

(*Printed Name*)

(*Seal if Corporation*)

Attachment K: False Pretense Affidavit

I, _____, the undersigned, _____ (Office Held) of

_____ (Name of Business, Corporation or

Partnership), being first duly sworn on oath, affirm and say this ____ day of _____ 202__, that I

hold the aforementioned off in _____ (Name of

Business, Corporation or Partnership).

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized officer, if the Bidder is a corporation.

(Signature)

(Date)

(Printed Name)

(Seal if Corporation)

Attachment L: Affidavit of Non-Conviction

I hereby affirm that I am the _____ *(Title)* and duly authorized representative of

_____ *(Name of Business, Corporation or Partnership)*, whose address is

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in Paragraph (6) below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and

Except as described in Paragraph (6) below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State of federal law or statute of any offense enumerated in § 16-203 of the State Finance and Procurement Article; and

Except as described in Paragraph (6) below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

Except as described in Paragraph (6) below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have debarred or suspended under this subtitle.

State "none" or, as appropriate, list any conviction, plea or admission described in Paragraphs 2 through 5 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the Towns of NORTH BRENTWOOD and BRENTWOOD, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Towns of NORTH BRENTWOOD and BRENTWOOD may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Towns.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

(Signature)

(Date)

(Printed Name)

(Seal if Corporation)

Attachment M: Certificate of Non-Suspension

I, _____ (*Name*), do hereby certify that

_____ (*Name of Business, Corporation or Partnership*)

has not been suspended or _____ (*Name of Bidder*)

barred from participation in contract activities with any government.

(*Signature*)

(*Date*)

(*Printed Name*)

(*Title*)

Attachment N: Bribery Affidavit

I, _____ (Name), the undersigned, _____

(Office Held) of _____ (Name of Business, Corporation

or Partnership) first being duly sworn and under oath, say affirm this ____ day of _____, 202__,

that I hold the aforementioned office in _____

_____ (Name of Business, Corporation or Partnership)

submitting a bid or otherwise applying for a contract with the Towns of North Brentwood and Brentwood, municipal corporations in the State of Maryland, for the supply of goods or services, to wit:

Windom Road Barrier Park and Monument Plinth and that to the best of my knowledge no Officer, Director, or Partner of:

_____ (Name of Business, Corporation or Partnership)

nor any employee of

_____ (Name of Business, Corporation or Partnership)

directly involved in obtaining contracts with the State of Maryland or any County or Municipal Corporation or other Subdivision of the State has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions committed. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION.

(Signature)

(Date)

(Printed Name)

(Title)

Attachment O: Certificate of Registration

Bidders are required to show evidence of a Certificate of Registration before the bid may be received and considered on a general contractor subcontract of \$20,000.00 or more. The Bidder shall place on the outside of the envelope containing his bid and in his bid over his signature the following notation: "Registered Maryland Contractor No. _____ " as well as providing this information on this form.

An opinion by the Attorney General has granted an exemption to all properly qualified non- resident corporations as well as to resident General Contractors and Subcontractors. These firms need merely apply for an Exemption Certificate in order to meet the requirements of the law. Individuals, firms, partnerships and associations are required to qualify by application and submission of a financial statement. Bids on Federal projects are exempt under the law.

The bidder shall provide its Federal Employer Identification Number.

Federal EIN Number: _____

Attachment P: Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bond unto Towns of North Brentwood and Brentwood, hereinafter called "the Towns", for the sum of \$_____ for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Principal, upon acceptance by the Towns if its bid identified above, within the period specified herein for acceptance, being 90 days if no period is otherwise specified, shall execute such further contractual documents, if any, and give such bond(s), as may be required by the terms of the bid as accepted within the time specified, being ten (10) days if no period is otherwise specified, after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Towns for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Town, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 90 calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:

WITNESS: _____ Individual Principal
_____ (SEAL)

Co-partnership Principal

(Name of Co-Partnership)

WITNESS:

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

Corporate Principal

_____ (*Name of Corporation*)

Attest: _____
Corporate Secretary

By: _____
Title: _____

SURETY _____

Name of Company: _____

By: _____

Title: _____

Attest: