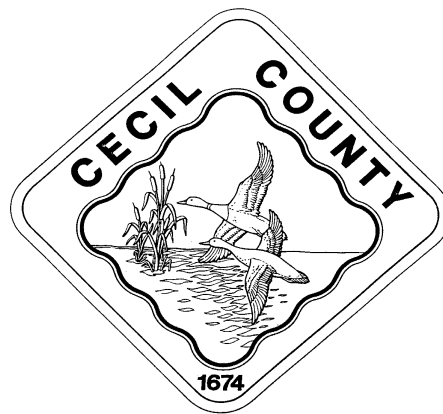


CECIL COUNTY, MARYLAND  
BID NO. 17-03

# **BITUMINOUS CONCRETE MATERIAL**

CECIL COUNTY, MARYLAND:  
DEPARTMENT OF PUBLIC WORKS  
ROADS DIVISION



CECIL COUNTY, MARYLAND/PURCHASING OFFICE  
200 CHESAPEAKE BLVD., SUITE 1400  
ELKTON, MARYLAND 21921

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

<u>TABLE OF CONTENTS</u>	<u>PAGES</u>
INVITATION TO BID	2 - 4
NOTICE TO BIDDERS	5
LOCAL CONTRACTORS PREFERENCE	6
NON-RESIDENT CONTRACTOR NOTIFICATION	7
CERTIFICATION FOR BIDDER'S QUALIFICATIONS	8
EXPERIENCE AND EQUIPMENT CERTIFICATION	9 - 12
STATE OF MARYLAND SALES AND USE TAX	13
BIDDER'S SIGNATURE FOR IDENTIFICATION	14
PROPOSAL	15 - 17
BIDDER'S CERTIFICATION OF PROPOSAL	18
GENERAL PROVISIONS	19 - 29
SPECIAL PROVISIONS	30 - 36
HOLD HARMLESS AGREEMENT	37
CONTRACTOR BID CHECKLIST	38

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**Cecil County, Maryland  
Purchasing Department  
200 Chesapeake Blvd., Suite 1400  
Elkton, MD 21921**

**Invitation to Bid**

Sealed bid proposals for "Bituminous Concrete Material" as described in the proposal package, for the Cecil County, Maryland, Department of Public Works, Roads Division will be received from qualified bidders until **1:30 pm on May 24, 2016** at the Purchasing Department, 200 Chesapeake Blvd, Suite 1400, Elkton, MD 21921 with the bid opening held in the Perryville Conference Room. The bid will consist of the purchase of Bituminous Concrete Material loaded onto Cecil County vehicles according to referenced specifications and procedures. Additional specifications and/or instructions to bidders may also be obtained by emailing [dpyle@ccgov.org](mailto:dpyle@ccgov.org) or calling the Purchasing Office, (David Pyle, Purchasing Agent), at 410-996-5395.

Proposal packages may be picked up at the Purchasing Office at a **non-refundable** cost of \$10.00 per package (including sales tax) or per copy on a compact disc. Proposal packages are provided on the Cecil County web-page (<http://www.ccgov.org>) as a .pdf document for all vendors to download. Cecil County, Maryland reserves the right to reject any or all proposals and to waive technicalities. All proposals are based upon budgetary constraints.

Electronically submitted proposal proposals will not be accepted. Bid packages are provided as a .pdf document for all vendors to download. **All vendors wishing to submit a proposal should obtain an original set of documents from the County's website or a compact disc from the Cecil County Purchasing Office. The County's website does not track who downloads any of the documents. Changes or addendums to this proposal and/or other documents will be posted to the proposal documents on the County web-page and sent directly to vendors who have obtained an original set of proposal documents or a compact disk directly from the Purchasing Office. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office concerning this or any other County proposal, RFP, solicitation or quote, including downloads from the County website. Vendors are directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office.** All questions or discussions concerning this proposal, proposal documents, specifications, etc. shall be coordinated through the Purchasing Office

The Purchasing Office will provide a list of vendors attending Pre-Bid meetings and/or those submitting proposals on the Cecil County web-site ([www.ccgov.org](http://www.ccgov.org)) for all solicitations published unless a vendor/contractor provides a written request **barring the disclosure of their information prior to specific proposal award.**

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

LOCAL CONTRACTORS PREFERENCE: Section 92 the Cecil County Code provides for Local Preference whereby Cecil County, Maryland reserves the right to show preference to local proposers in the purchase of supplies, equipment and services.

By: David E. Pyle, CPPB  
Purchasing Agent  
Cecil County, Maryland

CECIL COUNTY, MARYLAND  
BID NO. 17-03

**NOTICE TO BIDDERS**

All parties interested in submitting a Bid to complete the work detailed and specified for this project, must thoroughly review and properly complete **all forms** provided in the proposal form packet. **Failure to complete such forms may result in rejection of the Bid.** Owner reserves the right to reject any or all Bids containing bidding irregularities.

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**LOCAL CONTRACTORS PREFERENCE**

Section 92 of the Cecil County Code entitled "Local Preference" reads as follows:

"Cecil County, Maryland reserves the right to show preference to local bidders in the purchase of supplies, equipment, and services. The amount shall not exceed 6% of the amount bid or quoted, and/or \$60,000, whichever is less. A "local bidder" is defined as an individual or business who maintains a place of business or maintains an inventory of merchandise and/or equipment in Cecil County, is licensed by Cecil County and/or the State of Maryland, if required and is subject to Cecil County real and/or personal property taxes. Any local bidder in default on payment of any county or state tax or license shall not be eligible to receive preference until all taxes or licenses due are paid".

Bidders are cautioned to note the specific and several requirements that may qualify a bidder for local preference consideration. A bidder wishing to receive local preference consideration must be able to demonstrate qualification under **all** the noted requirements.

No bidder should assume, regardless of whether the bidder qualifies under the definition of "Local Bidder," that Cecil County, Maryland would grant preference on this contract to any bidder. Cecil County, Maryland **reserves** the right to do so under Section 92 of the Cecil County Code but is not **bound** to do so under any circumstance, regardless of precedent.

Any bidder that wishes to be considered a "Local Bidder," in the County's award of the contract **shall** submit with the bid any and all documentation that proves that the bidder, identified by name in the submitted bid, meets the definition of "Local Bidder." Neither County Executive nor the Procurement Officer shall be bound by any information or documentation provided by the bidder after opening of the bids. However, the County reserves all rights to investigate a bidder's potential qualification as a "Local Bidder" and use any relevant information in its determination of a bidder's qualification under the definition, regardless of when it is obtained.

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**NON-RESIDENT CONTRACTOR NOTIFICATION:**

At the request of the Maryland State Comptroller of the Treasury a list of all Non-Resident Contractors awarded a contract **for the improvement of real property** in the amount of \$500,000 dollars or more and all non-resident sub-contractors that equals or exceeds \$50,000 or reasonably can be expected to equal or exceed \$50,000 **shall** be forwarded by the Cecil County, Maryland to the Maryland State Comptroller of the Treasury, Compliance Division, 301 W. Preston Street, Room 407, Baltimore MD 21201. The notification shall be forwarded by the Cecil County, Maryland once the "Notice to Proceed" is sent and shall include the following information:

- Type of project
  - Site Address
  - Contractor's Name and address
  - Date of the Contract
  - Contracted amount
- "Non-resident Contractor" is defined as a contractor that does not maintain a regular place of business in the state of Maryland.
- "Regular place of business" is defined as: 1.) a bona fide office, other than a statutory office, 2.) a factory, 3.) a warehouse, 4.) or any other space in this state, which a person is doing business in its own name in a regular and systematic matter and that is continuously maintained, occupied, and used by the person carrying on its business through its regular employees regularly in attendance.

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**CERTIFICATION OF PROPOSER'S QUALIFICATIONS**

All **applicable** questions must be answered and included with the RFP. The data given must be clear and comprehensive. A copy of the Vendor's State of Maryland Construction Firm License or required applicable license **shall** be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All vendors shall ensure they are qualified to do business within the State of Maryland. **Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland.** Questions concerning Foreign Businesses may be referred to (410)-767-1170.

1. Name of Contract: **Bituminous Concrete**
2. Contract No.: **RFP #17-03**
3. **State of Maryland Construction Firm License No.:** \_\_\_\_\_
4. Name of Vendor: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
When Organized: \_\_\_\_\_  
Where Incorporated: \_\_\_\_\_  
**Foreign Business No. (if applicable):** \_\_\_\_\_
5. Has the Vendor paid any sales tax on the equipment to be used on the project?  
Yes \_\_\_\_\_ No \_\_\_\_\_
6. How many years has the bidder been engaged in this business under your present firm name? \_\_\_\_\_
7. Have you ever refused to sign a contract at your original RFP/Bid?  
Yes \_\_\_\_\_ No \_\_\_\_\_
8. Have you ever defaulted on a contract? Yes \_\_\_\_\_ No \_\_\_\_\_  
Remarks: \_\_\_\_\_
9. Will you, upon request, furnish any other pertinent information that Cecil County, Maryland may require? Yes \_\_\_\_\_ No \_\_\_\_\_
10. Does your business maintain a regular place of business in the State of Maryland (Resident) \_\_\_\_\_ or would your business be considered Non-Resident \_\_\_\_\_?
11. Has the vendor or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal Cecil County, Maryland. Yes \_\_\_\_\_ No \_\_\_\_\_  
(If yes, explain \_\_\_\_\_)

With the submission of this certification, the bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

Title: \_\_\_\_\_



**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**EXPERIENCE AND EQUIPMENT CERTIFICATION**

I. General

( a ) Legal Title, Address and Phone Number of Organization

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( b ) Maryland Representative's Name, Title and Address

\_\_\_\_\_  
\_\_\_\_\_

( c ) Corporation\_\_\_\_ Co-Partnership\_\_\_\_ Individual \_\_\_\_ (Check One)

II. Name and Title of Corporate Officers authorized to sign Contract, Documents, Extra Work orders, Estimates and other pertinent Contract forms. Please be advised that it will be necessary to inform the Cecil County Department of Public Works of any changes in the above authorization.

NAME

TITLE


III. Experience

(a) Indicate type of contracting undertaken by your organization and years of experience.

General:\_\_\_\_\_ Years

Type:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor:\_\_\_\_\_ Years

Type:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CECIL COUNTY, MARYLAND  
 BID NO. 17-03**

(b) State experience of principal members of your organization.

Experience

<b><u>Name</u></b>	<b><u>Title (as Pres., Mgr., etc)</u></b>	<b><u>Experience Years</u></b>	<b><u>Type of Work (Hwy. Bridges Paving, etc.)</u></b>	<b><u>In What Capacity (Foreman Supt., etc.)</u></b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

( c ) Give any special qualifications of firm members (Registered Engineer, Surveyors, etc.)

---



---



---

( d ) List some principal projects completed by your organization.

<b><u>Description</u></b>	<b><u>General/Sub (If Sub, What Type of Work</u></b>	<b><u>Your Contract Amount</u></b>	<b><u>Year</u></b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

( e ) Have you ever performed work for the U.S. Government? \_\_\_\_\_ any County or City Government? \_\_\_\_\_. If yes to any of the above, please list references:

---

---

---

---

( f. ) Have you ever failed to complete any work awarded to you? \_\_\_\_ If so, where and why?

---

---

---

---

( g ) Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? \_\_\_\_\_. If so, state name of individual, other organization and reason therefore:

---

---

---

---

( h ) Has any officer or partner of your organization ever failed to complete a contract handled in his own name? \_\_\_\_\_. If so, state name of individual, name of owner and reason therefore:

---

---

---

---

**IV. Equipment**

What equipment do you own, rent, or intend to buy for use on this project without adversely affecting projects now under construction by you?

Quant.	Item	Descrip., Size, Capacity	Cond.	Years Service	Present Location	Date Avail. For Project
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

V. Award of Contract

a) If awarded this contract, do you intend to sublet any portion of the work? \_\_\_\_\_. If so, state item numbers of description, dollar amount and if known, the name and address of the subcontractor.

---

---

---

---

b) Work presently under contract to, or pending award to your organization.

<u>Contract No. or Description</u>	<u>Total Cost of Project</u>	<u>Amount of Work Completed</u>	<u>Amount to be Completed</u>	<u>Probable Date of Completion</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**CECIL COUNTY, MARYLAND**

**BID NO. 17-03**

STATE OF MARYLAND: SALES AND USE TAX  
ADMISSIONS AND AMUSEMENT TAX LAWS AND REGULATIONS ISSUED BY  
COMPTROLLER OF THE TREASURY, SALES AND USE TAX DIVISION

**11-221 Taxation by Other Law**

( c ) Sales tax paid in other jurisdiction –

(1) to the extent that a buyer pays another state a tax on a sale or gross receipts from a sale of tangible personal property or a taxable service that the buyer acquires before the property of service enters this State, the sales and use tax does not apply to use of the property or service in this State.

(2) If the tax paid to another State is less than the sales and use tax, the buyer shall pay the difference between the sales and use tax and the amount paid to the other state in accordance with the formula under 1-303 (b).

**11-214 Nonresident Property**

The sales and use tax does not apply to use of tangible personal property or a taxable service that:

(1) a nonresident

(i) acquires before the property or service enter the State; and

(ii) uses:

1. for personal enjoyment or use or for a use that the Comptroller specifies by regulation, other than for a business purpose; or

2. does not remain in the State for more than 30 days

**11-303 Depreciation Allowance**

( a ) In general - a buyer is allowed a depreciation allowance as an adjustment to taxable price if:

(1) Tangible personal property or a taxable service is acquired before the tangible personal property is brought into the State for use in the State or before the taxable service is used in the State; and

(2) The use first occurs in another state of federal jurisdiction.

( b ) Amount allowance - The allowance under subsection ( a ) of this section for each full year that follows the date of purchase is 10% of the taxable price paid to acquire the tangible personal property or taxable service.

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**PROPOSAL**

**BID NO. 17-03**

**BITUMINOUS CONCRETE MATERIAL**

---

Bidder's Name & Signature for Identification

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**PROPOSAL**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
by \_\_\_\_\_

(Company Name)

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone No. : \_\_\_\_\_

Business FAX No. : \_\_\_\_\_

e-mail Address: \_\_\_\_\_

Cell-phone No: \_\_\_\_\_

The bidder declares that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm, or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed, if the proposal is accepted to contract with Cecil County, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The bid price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials, and labor requisite and proper and the providing of all necessary machinery, tools, apparatus, and means for performing the work, and described, and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said County and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the bidder has abandoned the Contract; and thereupon the proposal and the acceptance thereof shall be null and void; and the deposit accompanying the proposal shall be forfeited to and become the property of the County.

**CECIL COUNTY, MARYLAND**

**BID NO. 17-03**

**PROPOSAL**

In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practical, the seal of the corporation shall be affixed.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The names and addresses of all members of a firm or the names, addresses, and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL BID AMOUNT**

The Bid Form lists all anticipated work tasks, the unit of measure and estimated quantities. The bidders shall insert as indicated a unit price or lump sum price for each listed work task, and multiply that price by the quantity to arrive at an extended total for each work task. The County intends to award the concrete to multiple vendors; primary and secondary contracts. The primary contractor/vendor does not have exclusive rights to requirement purchase. A purchase order shall be issued to the contractors for material. If the primary contractor cannot provide the material as required the County has the right to obtain the necessary material from the secondary contractor/vendor.



**CECIL COUNTY, MARYLAND  
 BID NO. 17-03  
 PROPOSAL**

**PROJECT: BITUMINOUS CONCRETE MATERIAL**

**DATE:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
 (To be same as in the Proposal Agreement)

**BUSINESS ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**CELL-PHONE NUMBER:** \_\_\_\_\_

This is to certify that \_\_\_\_\_ has received Addendum No. \_\_\_\_\_ through No. \_\_\_\_\_ and this project reflects changes created by the addenda.

<u>ITEM / DESCRIPTION</u>	<u>UNIT PRICE PER TON F.O.B. PLANT</u>	<u>TOTAL</u>	<u>PLANT LOCATION</u>
1. Hot Mix 9.50 mm 2,000 tons			
PG64-22	\$/ton	\$_____	_____
PG76-22	\$/ton	\$_____	_____
2. Hot Mix 12.50mm 2,000 tons			
PG64-22	\$/ton	\$_____	_____
PG76-22	\$/ton	\$_____	_____
3. Hot Mix 19.00 mm 100 tons			
PG64-22	\$/ton	\$_____	_____
PG76-22	\$/ton	\$_____	_____
4. Hot Mix 25.00 mm 100 tons			
PG64-22	\$/ton	\$_____	_____
PG76-22	\$/ton	\$_____	_____
		<b>TOTAL BID:</b>	\$_____

**CONTINGENT ITEMS**

1. Haul Rate \$\_\_\_\_\_ /hr

**CECIL COUNTY, MARYLAND  
BID NO. 17-03  
Bidder Certification**

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract for the Total Bid Amount above, either with our organization, or with subcontractors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

By: \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Name of Organization)

State of \_\_\_\_\_

County of \_\_\_\_\_,

\_\_\_\_\_ being duly sworn, states he is \_\_\_\_\_ of  
(Office)

\_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(My Commission Expires: \_\_\_\_\_ )

(NOTARY SEAL)

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**GENERAL PROVISIONS**

**GENERAL**

These General Provisions are a part of the Contract. In case of any conflict with the Special Provisions, the Special Provisions shall govern.

**METHOD OF AWARD**

- ( a ) The County reserves the right to reject any or all bids.
- ( b ) The Contract shall be awarded or rejected within 90 days from the date of opening bids.
- ( c ) If the bidder to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled and the Contract awarded to the second lowest bidder or the County may reject all of the bids as their interest may require.
- ( d ) Once all contracts and bond requirements are prepared for the contractor's signature and completion, a package will be sent by certified mail and the contractor will have ten (10) work days from the date of receipt to complete the required paperwork and return for final processing. If the contractor is unable to complete the package within set time limits, the contractor may request in writing a limited one-time extension two (2) work days prior to completion date. If the extension is provided, the timeframe will be determined by the County. Once all time limits are surpassed and the required paperwork is not completed and returned, the County has the right to award the bid to the next qualified vendor and the original vendor may forfeit the bid bond/certified check, etc., as liquidated damages.

**BASIS OF AWARD**

The Contract may be awarded to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. In acceptance of bids, the County will be guided by consideration of the interests of the public and the County shall be under no obligation to accept the lowest bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. To insure fair competition and to permit a determination of the lowest bidder, unresponsive bids or bids obviously unbalanced may be rejected.

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

The County also reserves the right to reject any and/or all bids or to waive any technicalities it deems in the best interest of Cecil County and to accept modifications of the work and bid price when such action will be to their best interests and is desirable. (A responsible bidder or offeror is one who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.) A responsive bidder is a vendor who has submitted a bid, which conforms in all material respects to the requirements stated in the proposal.

All contracts and/or quantities are contingent on budgeting constraints. All awards are based on Total Bid Amounts. The County reserves the right to add or delete items from the bid package due to budget constraints, which may result in changing the Total Bid Amount. The awarded vendor will be notified of any changes resulting in a bid price change. The County reserves the right to consider the effect of Contingency Item pricing in the award of the contract.

**NOTICE TO PROCEED**

A **Notice to Proceed** will be sent Certified Mail to the Contractor by Cecil County, Maryland and the Contractor shall proceed within ten (10) calendar days after receipt of such notice. Contractor shall proceed within ten (10) calendar days after receipt of such notice. **Failure to proceed within the ten (10) calendar day period may result Cecil County, Maryland terminating the Contract Agreement.**

**PROSECUTION OF WORK**

After the work has once been started, it shall be prosecuted continuously on all acceptable working days without stoppage until the Contractor completes the contract. In case the Contractor neglects or fails to work continuously on all acceptable working days, the County Executive through the Director of Public Works or the Purchasing Office, may terminate the Contract and use any method that he deems necessary to complete the Contract.

**FAILURE TO COMPLETE WORK ON TIME**

Should the Contractor fail to complete fully and to all intents and purposes, the work as specified in the proposal and contract as required the County has the right to acquire the requirements from a secondary contracted source.

**CERTIFIED CHECK OR BID BOND**

( a ) No bid will be considered unless accompanied by a certified check or an acceptable bid bond of the bidder, payable to the order of Cecil County, Maryland, for five (5) percent of the total bid, which will be forfeited to the County as liquidated damages in case an award is made and the Contract and Bond are not promptly and properly executed as required within ten (10) days after the award of the Contract.

**CECIL COUNTY, MARYLAND**

**BID NO. 17-03**

( b ) The certified check and/or bid bonds of all except the two lowest bidders shall be returned after the Contract is awarded; and the checks of the two lowest bidders shall be returned after the proper execution of the Contract Documents with the low bidder.

( c ) If the low bidder shall fail to execute the Contract Documents as specified, he shall forfeit the bid bond or certified check as liquidated damages and the Contract may be awarded to the second low bidder as specified in the paragraph entitled **METHOD OF AWARD**.

**INSTRUCTIONS TO BIDDERS**

**One (1) original and one (1) copy** of the bid shall be submitted in a sealed envelope addressed to:

Cecil County Purchasing Office  
200 Chesapeake Boulevard, Suite 1400  
Elkton, Maryland 21921

The Contractor's name and address shall appear in the upper left hand corner of the bid envelope with the job name and bid number appearing in the lower left hand corner of the envelope. Failure to submit a bid in this manner shall be considered cause for rejection of the bid.

**RESPONSIBILITY FOR COMPLETE PROJECT**

It is the responsibility of the Contractor to construct the work under this Contract so that it will be completed and finished in every detail. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion or proper functioning of the project, it will be included without extra payment.

**METHOD OF PAYMENT**

A Purchase Order will be sent to the contractor upon award of the contract. All payments will be remitted within thirty (30) days (net 30) upon receipt of an invoice. Payment/Final payment will be remitted upon acceptance of the completed project and receipt of final invoice.

All invoices shall be submitted to: Cecil County Finance Dept. / AP  
Cc. Roads Division  
200 Chesapeake Blvd., Suite 2400 A  
Elkton, MD 21921

**CECIL COUNTY, MARYLAND**

**BID NO. 17-03**

**WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

( a ) The Contractor shall take out and maintain during the life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the Contract.

( b ) In case any portion of the project is sublet, the Contractor shall require all of the subcontractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work in the project under the Contract.

( c ) The Contractor and the subcontractor shall not begin work until the Contractor has first filed with the County, satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming the Cecil County, Maryland as an additional insured).

**INSURANCE REQUIREMENTS FOR VENDORS AND SUBCONTRACTORS**

All vendors or contractors who perform any type of work or service on Cecil County, Maryland property or in areas where the County is responsible or liable must maintain such insurance coverage(s) as determined by the County to protect the County's interest(s). The following coverage and amount are generally required, but the County reserves the right to modify these requirements at its discretion or reject any insurance policies which do not meet these criteria.

- General Liability Insurance not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding or limiting products/completed operations, contractual liability or cross liability. The County must be named insured and a certificate of insurance must be provided.
- Workman's Compensation Insurance at minimum Maryland Statutory Limits.
- Business Auto (includes trucks) Liability insurance not less than \$1,000,000 per occurrence for all leased, owned, non-owned and hired vehicles when vehicles are utilized to perform the work or services required by the County.

The Contractor shall provide a "Certificate of Insurance" naming the Cecil County, Maryland as an "Additional Insured" and showing the levels of Worker's Compensation and all Liability Coverage. "No purchase order will be released until a valid certificate(s) of insurance evidencing all required insurance coverage and documentation is provided to the Purchasing Office.

**DAMAGES**

The Contractor shall be responsible for any and all injuries to persons and damages to property resulting from the performance of the work specified, materials applied and/or equipment used.

**TEMPORARY SUSPENSION OF THE WORK**

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

The County shall have authority to suspend the work wholly or in part for such period or periods as it may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract. The Contractor shall immediately comply with the written order of the County to suspend work wholly or in part. In all cases of suspension of construction operations, the work shall not be resumed again until the County gives written permission.

**ANNULMENT OF CONTRACT**

Should the Contractor fail to make satisfactory progress, or to comply with orders of the County, or should he neglect or refuse to remove materials, or to perform anew such work as has been rejected as defective and unsuitable, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the County shall have the right to annul its Contract without process or action at law, and to turn over to the surety for completion or, at his option, or in case performance is guaranteed by negotiable securities, to take over the work and complete it, either by day labor or by re-letting all or any part of the work. Upon receiving notice to this effect, the Contractor shall vacate possession and give up the said work, or the parts thereof specified in said notice, peaceably to the County. Neither by taking over of the work by the County, nor by the annulment of the Contract shall the County forfeit the right to recover damages from the Contractor or his Surety for failure to complete his Contract. Should the cost of completing the work be in excess of the original Contract price, the Contractor and his Surety shall be held responsible for such excess cost.

**EXTRA WORK**

The Contractor shall perform extra work for which there is no provision included in the Contract whenever, to complete fully the work as contemplated, it is deemed necessary or desirable, by written authority of the County, and such extra work shall be performed in accordance with the specifications therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon in writing by the Contractor and the County, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the County may order the Contractor to do such work on a "Force Account" basis, as specified hereinafter.

The County, before ordering any extra work performed, from time to time shall determine; (1) what extra time, if any, will be allowed for said work, or (2) that the extra work is to be performed concurrently with the work under the Contract and without allowance of any additional time.

**EXTRA WORK AS A PART OF CONTRACT**

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

No order for extra work, nor doing the performance of any extra work at any time or place shall in any manner or extent relieve the Contractor or the Surety of his bond from any of their obligations under the Contract documents; all extra work orders being given and all extra work being performed, under and in accordance with the Contract are to be considered a part of the same and subject to each and every one of the terms and requirements of the Contract documents, and fully covered by the bond furnished by the Contractor.

**FORCE ACCOUNT WORK**

All extra work performed on a "Force Account" basis will be paid for in the following manner:

( a ) For all labor and foremen in direct charge of the specific operation, the Contractor shall receive the rates of wage applicable to this Contract, to be agreed upon in writing before starting such work, for each and every hour that said labor and foremen are actually engaged in such work, to which shall be added an amount equal to fifteen percent (15%) of the sum thereof.

( b ) For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipted bills, to which sum shall be added an amount equal to fifteen percent (15%) of the sum thereof.

( c ) For any machine-power tools or equipment, and for any hauling equipment, including fuel and lubricants, which it may be deemed necessary or desirable to use, the County shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for each and every hour that said tools or equipment are in use on such work, and to which sum no percentage shall be added.

The compensation as herein provided shall be received by the Contractor as payment in full for extra work performed on a "Force Account" basis, and shall include supervision, use of tools and equipment for which no rental is allowed, and profit. The Contractor's representatives and the County shall compare records of extra work done on a "Force Account" basis at the end of each day. Copies of these records shall be made in duplicate, upon the County's "Force Account" forms provided for this purpose, by the County and signed by both the County and the Contractor's representatives, one copy being forwarded respectively to the County and the Contractor. All claims for extra work performed on a "Force Account" basis shall be submitted to the County by the Contractor upon certified triplicate statements, which shall also include the value of all material used in such work; and said statement shall be filed not later than the fifteenth (15<sup>th</sup>) day of the month following that in which the work was actually performed and shall include all labor charges, etc., and material charges insofar as they can be verified.

Should the Contractor refuse or fail to prosecute the work as directed or to submit his claim as required, then the County may withhold payment of all current estimates until



**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

the Contractor's refusal or failure is eliminated, or after giving the Contractor due notice, the County may make payment for said work on the basis of a reasonable estimate of the value of the work performed.

On extra work as defined in this paragraph, the Contractor will be reimbursed for his expenditures for Workmen's Compensation Insurance, Public Liability Insurance, Social Security Taxes and Unemployment Compensation covering the men actually engaged upon such extra work. No percentage will be added to such payments, but the Contractor shall be entitled to receive only the actual amount of money expended for such Workmen's Compensation Insurance, Public Liability Insurance, Social Security Taxes, and Unemployment Compensation. Such payments shall be based upon the prevailing standard insurance rates supported by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

**CLAIMS**

Should the Contractor believe that it is entitled to any additional compensation or time, over or beyond the compensation or time stipulated in the Contract documents, or

for compensation or time over or beyond that allowed or approved by the County for damages, losses, expenses, or delays alleged to have been sustained by it in connection with this Contract, the Contractor shall file a written notice of claim thereof with the County. Unless otherwise specified, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses, or delays.

Unless otherwise specified, within thirty (30) days after giving the required notice, but not later than final payment, the Contractor shall file with the County a written, itemized statement of the details and amount of such claim of damage, loss, expenses, or delay. Unless the Contractor timely files its claim and statement, the Contractor's claim for such additional compensation shall be absolutely invalidated; and it shall not be entitled to any compensation on account of such alleged damage, loss, expenses, or delay.

The County shall ascertain the facts and shall approve an equitable adjustment to the Contract amount and/or time when, in his judgment, the findings of fact warrant it. The County shall issue a written decision on the claim within thirty (30) days after receipt of the Contractor's itemized statement of the claim unless extended by mutual written agreement. If the County does not issue a decision within thirty (30) days or any extension thereof, the County shall be deemed as having made a final decision denying the claim. The County's decision shall be final and conclusive on the parties, except as provided in "Breaches and Dispute Resolution".

**BREACHES AND DISPUTE RESOLUTION**

- **Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties as discussed in Claims section of this contract, shall be

**CECIL COUNTY, MARYLAND**  
**BID NO. 17-03**

submitted by the contractor in writing to the authorized representative of Cecil County, Maryland for review. The authorized representative will issue a final decision. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Cecil County Executive. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Cecil County Executive shall be binding upon the Contractor and the Contractor shall abide by the decision.

**-Performance During Dispute** - Unless otherwise directed by Cecil County, Maryland, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**-Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**-Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cecil County, Maryland and the Contractor arising out of or relating to this agreement or its breach will be decided by **Binding Arbitration**. By submitting a proposal you agree to these conditions.

Arbitration of Dispute: In any claim, dispute or other matter in question arising out of or related to this Agreement, the Parties must submit the issue to binding arbitration in accordance with *Title 3, Subtitle 2, Courts and Judicial Proceedings Article, Annotated Code of Maryland*, before the Circuit Court for Cecil County prior to filing any action in any Court.

Waiver of Jury Trial: The parties hereto waive their right to elect a jury trial in any dispute involving their rights under this Agreement.

Costs and Attorney Fees: In the event of arbitration by any of the parties to enforce the terms of this Agreement, the prevailing party in the action shall be entitled to reasonable and necessary attorneys' fees, court costs, arbitrator fees, witness fees and all expenses of suit. The reasonableness and necessity of attorneys' fees, costs, witness fees and expenses, will be determined by the arbitrator.

**-Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Cecil County, Maryland, (Architect) or Contractor

**CECIL COUNTY, MARYLAND**  
**BID NO. 17-03**

shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**EXAMINATION OF SITE AND DATA**

Before submitting proposals, prospective bidder should carefully examine the Proposed Contract Documents, inspect the site of the proposed project, acquaint themselves with all governing laws, ordinances, etc., and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the bidder has so familiarized himself and, therefore, no concession will be granted by the County because of any claim of misunderstanding or lack of information. Bidders are expected to read and study the drawings and specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by bidders should be reported promptly to the County for correction or interpretation before the date of the opening of bids.

**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 County 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 County are approximations only, and have been used by the County 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 County 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, is developing and/or submitting his bid or bids relies upon the accuracy of said estimated quantities, he does so at his own risk.

**ALTERATIONS**

The County reserves the right to change the alignment, grade, form, length, dimensions, or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event, such alterations make the work less expensive to the Contractor, a proper deduction shall be made from the Contract prices and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event, such alterations make the work more expensive, a proper addition shall be made to the Contract prices. Any such deduction or addition shall be determined by the County, who shall remain the final authority in such determination.

**PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of this Contract or in exercising any power of authority granted to him thereby, there shall be no personal liability upon the County or

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

his authorized agent being understood that in such matters he acts as the agent or representative of the County.

**SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell or assign all or any portion of the Contract, or the work provided therein, without the consent of the County. Subletting or assigning more than fifty percent (50%) of the dollar value of the Contract work shall not be permitted. Where subcontractors are used, contractor shall submit all insurance information for all subcontractors.

**INSPECTION**

The County may appoint such persons as he may deem necessary to properly inspect the materials furnished or to be furnished, and the work performed under this Contract, and to see that the same strictly corresponds with the drawings and specifications; such materials and workmanship shall be always subject to the approval of the County, but no inspection, approval or acceptance of any part of the work herein contracted for, or of the materials used therein or any payment on account thereof, shall prevent the rejection of said work or materials found to be defective, or not, in accordance with the requirements of the Contract. Work and materials will be inspected promptly, but if for any reason delay should occur, the Contractor shall have thereby no claim for damages or extra compensation. The Contractor shall provide testing as required by this Contract. Inspectors are available from 7:30 AM – 3:00 PM.

**SANITARY FACILITIES**

The Contractor shall provide portable sanitary facilities, maintain same during the length of the project and remove same when project is done.

**SITE CLEAN UP AND RESTORATION**

- ( a ) The Contractor shall keep all trash, garbage, spent material containers, etc., picked up on a daily basis.
- ( b ) The Contractor shall restore the site to a condition equal to that in which it was found.
- ( c ) Should daily site cleaning and final restoration not be performed, the Owner shall have such done with the costs of same being charged to the Contractor.

**TRANSPORTATION**

Prices quoted shall be net, including transportation and delivery charges fully pre-paid by the seller, f.o.b. destination (PROJECT SITE). No additional charges will be allowed for packing, packages or partial delivery costs. By submitting their quote, all

**CECIL COUNTY, MARYLAND**  
**BID NO. 17-03**

vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers will be used, except as otherwise specified herein.

**CONTRACT TERM**

Cecil County, Maryland intends that the contractor awarded a contract, will perform the work commencing upon the date specified in the Notice to Proceed or notification of award and terminate upon expiration or completion of the project or product delivery, unless terminated by the County with the delivery of written notification of contract termination. All contracts extending beyond the County's fiscal year (June 30<sup>th</sup> annually) shall be subject to budget appropriation. In the event the on-going contract does not acquire funding to continue, the awarded contractor shall be notified in writing at the earliest possible and contract termination shall be coordinated.

**CONTINGENT ITEMS**

Construction items for which quantities are identified in the "Proposal Form" as "contingent" are established for the sole purpose of obtaining bids on one or more pay times that may be incorporated into the project. The County's representative shall have sole discretion in determining whether and to what extent such times will be incorporated into the project. The County's representative may order incorporation of such items at any location within the Contract and at anytime during the work. These items may not be located on the plans. The estimated quantities set out in the Proposal Form(s) for such items are presented solely for the purpose of obtaining representative bid price. The actual quantities employed may be only a fraction of, or many times, the estimated quantity. Neither the Contractor nor his sub-contractor and the County shall make claims for additional compensation because of any increase, decrease or elimination of such times.

**RIGHT TO TERMINATE**

The Cecil County Government reserves the right to terminate this contract by a ten (10) day written notice should the quality of the work/products become inferior or the delivery service becomes poor.

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**SPECIAL PROVISIONS**

**GENERAL:**

1. All work must be completed according to applicable local, state, and federal laws, guidelines, regulations, specifications, etc., to include the following:
  - Cecil County Department of Public Works (CCDPW) Code and Standard Specifications, including all revisions and attachments to the Contract.
  - Maryland Department of Transportation, State Highway Administration, **Standard Specifications for Construction and Materials, dated July 2008, including all revisions.** All references to "State of Maryland", "State", "S.H.A.", and "Administration" in the Maryland State Highway Specifications and this Invitation for Bids shall mean Cecil County, Maryland. All references to "Engineer" in the Maryland State Highway Specifications and this Invitation for Bids shall mean the Cecil County Engineer or his authorized representative.
  - Delaware Department of Transportation **Specifications for Road and Bridge Construction, dated August 2001, including all revisions.** All references to "State of Delaware", "State", "Department", and "Administration" in the Delaware State Highway Specifications and this Invitation for Bids shall mean Cecil County, Maryland. All references to "Engineer" in the Delaware State Highway Specifications and this Invitation for Bids shall mean the Cecil County Engineer or his authorized representative.
2. All bid packages will include proof of certification or license to perform the prescribed type of project within the State of Maryland (if applicable).
3. These Special Provisions are a part of the contract. In cases of any conflict with the General Provisions, the Special Provisions shall govern.
4. The Bid Opening will be held at **1:30 PM on May 24, 2016** in the Perryville Conference Room, County Administrative Building, 200 Chesapeake Blvd., Elkton, MD 21921

**SPECIAL PROVISIONS**

**1. REQUIREMENTS:**

Supply bituminous concrete material during the term of the contract(s) entered into as a result of this bid, F.O.B. contractor's plant, loaded on Cecil County trucks as required by the agencies of the Department of Public Works, Cecil County, Maryland in the approximate quantities indicated below:

Hot Mix	9.50 mm	2,000 tons
Hot Mix	12.50 mm	2,000 tons
Hot Mix	19.00 mm	100 tons
Hot Mix	25.00 mm	100 tons

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**2. QUANTITIES:**

The quantities shown are estimated only. Quantities ordered during the term of the contract may be more or less than quantities set forth above depending upon the actual requirements of the Cecil County using Agency.

**3. SPECIFICATIONS**

All materials to be furnished under the term of this contract shall meet the requirements as set forth in the "Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials," dated 2008 as amended to date or "Delaware Department of Transportation Specifications for Road and Bridge Construction" dated August 2001 as amended to date.

- A. These specifications are intended to cover a plant mixed bituminous mixture for patching and/or resurfacing roads. The Cecil County Representative shall determine which days permit the use of hot-mix-hot-laid material.
- B. Asphalt cement shall conform to Performance Graded Binder Specification AASHTO M320. The Performance Graded binder shall be preapproved by the analysis showing conformance with the Performance Graded Binder Specification AASHTO M320. Specifically 9.5mm, 12.5mm, 19.0mm, or 25.00mm bituminous materials will be required as the need dictates. Type 64-22 and 76-22 binder is required for the bituminous concrete mixes. Compaction requirement is Level 1.
- C. Before manufacture of material, Contractor shall state the source of materials and submit a job-mix formula to the Cecil County Representative indicating the weights of the respective materials to be used. Submission of this information shall be made at the time of the execution of the Contract Documents.
- D. The Contractor shall produce a bituminous concrete material of uniform consistency that conforms to the minimum requirements of these specifications. No extra compensation will be allowed the Contractor for additional materials or work required, above the minimum specified, to produce a mixture adequate for the use intended.

**CECIL COUNTY, MARYLAND**

**BID NO. 17-03**

**4. SOURCE OF SUPPLY AND QUANTITY OF MATERIALS:**

- A. The bidder shall submit, along with this bid, or prior thereto, in a document separate and distinct from the bid, a complete statement of the origin, composition, and manufacture of any or all materials to be supplied under this contract, together with aggregate samples, which samples may be subjected to examinations and tests by the Cecil County Representative in order to determine their quality. Failure to do so may result in rejection of the bid. Samples and required accompanying documentation should be sent to the attention of Dan Webber, Chief Roads Division, Cecil County Government, Roads Division, 758 E. Old Philadelphia Road, Elkton, MD 21921.
- B. The Cecil County Representative may consider and disapprove the materials or the source of supply for same, if said materials or sources of supply have not had a satisfactory record of performance.
- C. Materials supplied shall comply with the requirements set forth herein, and if it is found after trial that sources of supply previously approved do not produce uniform and satisfactory product or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other approved sources.
- D. Contractor shall first secure approval by the Cecil County Representative prior to furnishing material from sources other those already approved.
- E. Failure of the contractor to supply type or quantities ordered will result in purchases from alternative sources.

**5. PLANT LOCATION:**

Bidders must indicate in their bids the location of the plant from which they will supply bituminous concrete material.

**6. METHOD OF PURCHASE AND DELIVERIES:**

- A. Upon award, a Requirements Contract will be issued to the Contractor covering estimated total cost of bituminous concrete material requirements during the term of contract. Contractor shall be notified by the Cecil County Representative of quantity required as needed.



**CECIL COUNTY, MARYLAND**  
**BID NO. 17-03**

- B. No bituminous concrete material shall be furnished unless same has been weighed and said weights verified in writing. The right is reserved by the Cecil County Representative at all times to enter the Contractor's plant and to weigh the materials to be supplied and check all weights at any time or at any point.
- C. Material shall be picked up Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m. unless otherwise specifically requested.
- D. The Contractor shall furnish a delivery ticket for each truck load of material received by the County. The ticket at the time of pick-up, shall be signed by the County Representative and shall show the weight of vehicle before loading, gross weight after loading and net weight of material loaded. In addition to the above, the Contractor shall indicate the bid number and mix design on the delivery ticket.
- E. Should waiting time at the plant exceed thirty (30) minutes, Cecil County reserves the right to obtain materials from an alternate source.

**7. INSPECTION:**

- A. The Director of the Department of Public Works or his authorized representative shall decide as to the quality and acceptability of materials furnished and as to the interpretation of the specifications.
- B. The Director of Public Works shall appoint such persons deemed necessary to properly inspect and test the materials and/or products furnished or to be furnished under this contract, and to see that the same strictly corresponds with the specifications.
- C. Sampling and testing of component materials and final products shall be in accordance with the standard methods approved by AASHTO, ASTM, M.D.O.T., or applicable Federal Specifications as directed by the Cecil County Representative and at the expense of the County.

**8. PAYMENT:**

The basis of payment for the material shall be furnished and shall be the number of tons received by the County. All invoices must be a separate bill for each agency purchase order. Payment to the Contractor shall be made within thirty (30) days upon receipt of invoice for deliveries received and accepted.

**CECIL COUNTY, MARYLAND**

**BID NO. 17-03**

**9. CONTRACTOR'S LIABILITY:**

In case any direct or indirect injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his/her employee or agents, the Contractor shall at his/her own cost and expense restore such property or make good such damage or injury. If Contractor fails to repair, rebuild or otherwise restore damaged property, Cecil County may proceed to repair, rebuild, or otherwise restore such property as may be necessary and the cost thereof will be deducted from any monies due or to become due the Contractor under the contract; or Cecil County may deduct from monies due the Contractor under the contract a sum sufficient to reimburse the owners of the property damaged or injured.

**10. BID PRICES:**

If during the term of the contract entered into as a result of this bid, the cost of material is increased through no act of the Contractor other than to comply with any prevailing rise in the market price of material used, it shall be Contractor's responsibility to notify the Cecil County Purchasing Agent in writing, of the price increases and the effective date of the increase. Notification shall also include bona-fide documentation to support the price increase, such as an affidavit from the refiner attesting to the price of material to the Contractor. Prices shall be increased only to the point of absorbing additional cost of material necessarily paid by the Contractor. Cecil County reserves the right to accept or reject any price increase and to cancel any and all items under the contract on which price increases are considered to be unacceptable. If during the term of the contract, the cost of material to Contractor is reduced, then the Contractor shall reduce the contract prices commensurately. It is the intention of the parties hereto that the bid prices herein agreed upon shall constitute the base figure from which a flexible price may be computed if and when changes in material market conditions shall make price changes equitable and just to the parties hereto.

**11. TERM OF CONTRACT:**

The term of the contract shall be one year from date of contract execution. Further, contract may be renewed, expanded, and extended at the option of Cecil County for an additional two (2) years in one (1) year increments provided that the funds for subject contract are awarded and approved by the County, and that the Contractor has established a satisfactory record of performance.

**12. INDEMNIFICATION:**

**CECIL COUNTY, MARYLAND**  
**BID NO. 17-03**

Supplier shall defend, indemnify, and hold Cecil County, its officials, employees, agents harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the exposure of any person to the product(s) supplied by Supplier to the County under this Contract.

**13. CONTRACT:**

- A. This is a requirements type contract under which Cecil County is obligated during the term of the contract to purchase its normal requirements of bituminous concrete material set forth in the Bid Form from the contractor, and the contractor is obligated to supply quantities of said bituminous concrete materials which Cecil County requires its operations.
- B. Should an emergency arise for said bituminous concrete material which cannot be supplied by the contractor, the County reserves the right to purchase the required material from other sources to meet emergency needs without prejudice of the contract.

**14. BASIS OF AWARD:**

Award will be in accordance with Section 92 of the Cecil County Code specifically, the award will be based on the lowest responsive, responsible collective bid for the total number of items listed – including the haul rate/time to the respective Cecil County locations. The County intends to award the contract to one contractor, but has the authority to award to multiple vendors as determined by the County.

**15. RESPONSIBILITY DETERMINATION:**

- A. References will be contacted. Only work that can be substantiated may be used for a responsibility determination. The Purchasing Agent is not responsible for incorrect or outdated phone numbers or references that fail to respond within seven (7) calendar days.

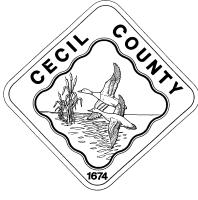
NOTE: All requirements above must be met in the time limit provided by the Purchasing Agent.

**16. COMMUNICATION:**

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

The bidder/contractor must provide a reliable means of contract throughout the responsibility determination and throughout the execution of any contract. Failure to respond to any contact (phone, email, fax, letter, etc.) by the Purchasing Agent or designee within 24 hours will jeopardize a bidder's determination of responsibility and the bid may be rejected. Failure of a Contractor to respond to written notification regarding contractual issues in less than the designated time will render the contract subject to termination for cause.

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**



Cecil County, Maryland  
200 Chesapeake Blvd  
Elkton, MD 21921



**Indemnity/Hold Harmless Agreement**

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County, Maryland, its elected and appointed officials, employees, volunteers and others working on behalf of Cecil County, Maryland, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to **Bid 17-03; Bituminous Concrete Material** except that the Organization shall not be responsible to Cecil County, Maryland on indemnity for damages caused by or resulting from Cecil County, Maryland's sole negligence; and, the Organization shall, at its own cost and expense, defend any such claims and any suit, action or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Return this letter with Bid Package

**CECIL COUNTY, MARYLAND  
BID NO. 17-03**

**CONTRACTOR BID CHECKLIST**

The following is a checklist to assist the contractor in verifying all required information is provided at the Bid Opening. It remains the contractor's responsibility to ensure all information is complete and attached, including information which may not be listed on this checklist. Any information missing at the time of the bid opening may result in rejection of the bid proposal. No proposal will be accepted after the designated bid opening time.

1. Completion of Certification of Proposer's Qualifications and attached applicable copies of required license and proof of Maryland Qualification and/or Registration.
2. Proposal package labeled properly for identification.
3. Indemnity/Hold Harmless Agreement must be signed and provided at proposal opening.
4. Information substantiating Local Preference.
5. Completion of Cost Sheet.
6. Product information enclosed, including warranty information.
7. One original signed copy of proposal and one electronic copy of proposal.
8. Copy of W-9.