

## INVITATION TO BID

The Town of Thurmont is seeking competitive, sealed bid proposals for the asphalt overlay of three (3) streets.

Contact Becky Long for specifications and contract documents at 301-271-7313 ext. 207 or [blong@thurmontstaff.com](mailto:blong@thurmontstaff.com).

Sealed bids will be accepted by the Town until 3:00 p.m. on April 15, 2016.

The Town of Thurmont is an Equal Opportunity Employer and encourages businesses owned by women, minorities and disabled persons to submit proposals. The Town of Thurmont reserves the right to reject any or all bids or to accept any bids which best benefits the people of the Town of Thurmont.

COMMISSIONERS OF THURMONT

## CONTRACT NO. ST-16-01

### GENERAL NOTES

1. All construction to conform to the latest Town of Thurmont Standards and Specifications.
2. Job Safety Shall be the responsibility of the Contractor.
3. Contractor shall notify the Town of Thurmont Department of Public Works 48 hours prior to start of construction.
4. The Contractor shall be responsible for maintenance of traffic during construction.
5. Field adjustments shall be made as necessary to provide a smooth transition both vertically and horizontally from existing to proposed paving sections.
6. Contractor shall notify the town of Thurmont Department of Public Works 48 hours prior to asphalt overlayment in order to notify residents that access to their properties will be limited during asphalt operation.
7. Contractor and the Town of Thurmont Department of Public Works shall have a Pre-construction Meeting to coordinate the sequence of construction and discuss any questions that may need to be addressed at lease seven (7) days before the start of construction.
8. Preferred start date is prior to July 1, 2016.
9. Any question regarding this bid please contact Kelly Duty at 240-674-6663

UPGRADE TIPPIN DRIVE  
CONTRACT NO. ST-16-01; PART #1

SCOPE OF WORK

1. Install 1 ½" (minimum) SC asphalt (9MM superpave) overlay of Tippin Drive between Gateway Drive and Sunhigh Drive, approximately 716 linear feet, average 30 feet width. Approximately 2,323 sq. yds.

Toe-ins to be saw cut at each end.

Mill to 1 ½" next to gutter pan for tie-in. To provide smooth transition.

Asphalt roadway to be mechanically broom swept prior to tack coat being applied just before paving operation begins.

2. Provide and install three (3) manhole riser rings; to be equal to Geneco Part #26 x1.5 ADJ.

Provide and install 2 water valve box risers, sizes may vary.

UPGRADE TIPPIN COURT  
CONTRACT NO. ST-16-01; PART #2

SCOPE OF WORK

1. Install 1 ½" (minimum) SC asphalt (9mm superpave) overlay of Tippin Court at Tippin Drive. Approximately 225 linear feet, average 30' width to cul-de-sac; then widening to average 75' width. Approximately 1,300 square yards.

Toe-ins to be saw cut at end of paving section, at Tippin Drive.

Mill to 1 ½" next to gutter pan for tie-in. To provide smooth transition.

Asphalt roadway to be mechanically broom swept prior to tack coat being applied just before paving operation begins.

2. Provide and install one (1) manhole riser ring to be equal to Geneco Part #26 x1.5ADJ.

ASPHALT PATCH – TIPPIN DRIVE  
NEAR ENTRANCE TO ORCHARD HILLS SHOPPING CENTER  
CONTRACT NO. ST-16-01; PART #3

SCOPE OF WORK

1. Install 1 1/2" (minimum) SC asphalt (9mm superpave) patch on Tippin Drive. Approximately 42 linear feet, 10' width. Approximately 47 sq. yds.
2. Mill area and saw cut to provide smooth tie-in to existing asphalt.

UPGRADE – PALMER ALLEY  
CONTRACT NO. ST-16-01; PART #4

SCOPE OF WORK

1. Remove existing surface material as necessary.
2. Lower manholes (2) and SW inlet (1).
3. Install 4" base with drainage as identified by Town Staff.
4. Install 1 ½" SC asphalt (9mm superpave) between East Main Street and Boundary Avenue, Approximately 884 Linear Feet, Average 11' width. Approximately 1,081 Square Yards.

Toe-ins to be saw cut at each intersection to provide smooth transition.

UPGRADE TIPPIN DRIVE  
 ASPHALT OVERLAY  
 CONTRACT NUMBER ST-16-01, PART #1

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION OF WORK	UNIT PRICE DOLLAR/CENTS	TOTAL PRICE DOLLAR/CENTS
Part #1	2,323 Square yards	1 1/2" (minimum) SC Asphalt (9mm Superpave) overlay of Tippin Drive. 716' in length; 30' curb to curb.  _____		
		Per square yard, in words  _____		
	Misc.	Three (3) Manhole Riser Rings Three (3) Water Valve Box Risers  _____		
		Lump sum, in words  _____		
Part #1	Contract ST-16-01	Total Price, in words  _____	<b>X</b>	

UPGRADE TIPPIN COURT  
 ASPHALT OVERLAY  
 CONTRACT NUMBER ST-16-01, PART #2

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION OF WORK	UNIT PRICE DOLLAR/CENTS	TOTAL PRICE DOLLAR/CENTS
Part # 2	1,300 Square Yards	1 1/2" (minimum) SC Asphalt (9mm Superpave) overlay of Tippin Court. 225' in length; 30' to 75' curb to curb. <hr/> Per square yard, in words		
	Misc.	One (1) Manhole Riser Ring <hr/> Lump Sum, in words		
Part #2	Contract ST-16-01	<hr/> Total Price, in words	<b>X</b>	

ASPHALT PATCH – TIPPIN DRIVE  
 NEAR ENTRANCE TO ORCHARD HILLS SHOPPING CENTER  
 CONTRACT NUMBER ST-16-01, PART #3

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION OF WORK	UNIT PRICE DOLLAR/CENTS	TOTAL PRICE DOLLAR/CENTS
Part #3	47 Square Yards	1 1/2" (minimum) SC Asphalt (9mm Superpave) patch of Tippin Drive. 42' in length; width 10' no curbing. <hr/> Per square yard, in words		
	Misc.	<hr/> Lump sum, in words		
Part #3	Contract ST-16-01	<hr/> Total Price, in words	<b>X</b>	

UPGRADE PALMER ALLEY  
 ASPHALT OVERLAY  
 CONTRACT NUMBER ST-16-01, PART #4

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION OF WORK	UNIT PRICE DOLLAR/CENTS	TOTAL PRICE DOLLAR/CENTS
Part # 4	1,081 Square Yards	1 1/2" (minimum) SC Asphalt (9mm Superpave) overlay of Palmer Alley. 884' in length; 11' width curb to curb.		
	Misc.	_____ Per square yard, in words		
Part #4	Contract ST-16-01	_____ Total Price, in words	<b>X</b>	

CONTRACT NUMBER ST-16-01, PARTS 1, 2, 3 & 4  
 TOTAL PRICE:

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION OF WORK	UNIT PRICE DOLLAR/CENTS	TOTAL PRICE DOLLAR/CENTS
Part #1	<b>X</b>	_____ Lump sum, in words	<b>X</b>	
Part #2	<b>X</b>	_____ Lump sum, in words	<b>X</b>	
Part #3	<b>X</b>	_____ Lump sum, in words	<b>X</b>	
Part #4	<b>X</b>	_____ Lump sum, in words	<b>X</b>	
TOTAL Parts #1,#2, #3 & #4	Contract ST-16-01	_____ Total Price, in words	<b>X</b>	

**BOARD OF COMMISSIONERS OF THURMONT  
DEPARTMENT OF PUBLIC WORKS**

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between \_\_\_\_\_, hereinafter called the “Contractor” and the BOARD OF COMMISSIONERS OF THURMONT, MARYLAND, hereinafter called the “Owner”.

**WITNESSETH**, that the Contractor and the Owner for the consideration stated herein agree as follows:

**Article I. Scope of Work.** The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of the Board of Commissioners of Thurmont, Maryland, Department of Public Works Contract designated No.ST-16-01, all in strict accordance with the Contract drawings and specifications including any and all addenda which Contract drawings and specifications are made a part of the Contract, and in strict compliance with the Contractor’s proposal and the other sections of the Contract documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

**Article II. The Contract Price.** The Owner shall pay to the Contractor for the actual quantities supplied and installed in the performance of this Contract, subject to any additions or deductions provided therein, in current funds, an amount not to exceed the contract bid price of \_\_\_\_\_.

The foregoing bid price is not to be construed to be a lump sum contract price. The quantities of the unit price items as stated in the Contractor’s proposal are approximate only, and it is understood and agreed that payment will be made only on the actual quantities of work completed in place measured on the basis defined in the Contract conditions and the Contract specifications and at the unit prices stated.

**Article III. Component Parts of This Contract.** This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Bid Terms and Contract Conditions.
2. General Notes
3. Contract Drawings.
4. Scope of Work.
5. Bid Sheet.
6. Experience/Reference Sheet.

This Contract is intended to conform in all respects to applicable statutes of the State or County in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, said statute shall govern.

\_\_\_\_\_  
Contractor

**ATTEST:**

\_\_\_\_\_

BY: \_\_\_\_\_

**ATTEST:**

**BOARD OF COMMISSIONERS OF  
THURMONT, MARYLAND  
Owner**

\_\_\_\_\_

\_\_\_\_\_  
John A. Kinnaird  
Mayor

**1.0 BID TERMS AND CONTRACT CONDITIONS**

**1.1 RECEIPT AND OPENING OF BIDS**

Sealed bids for service as required by the Board of Commissioners of Thurmont, and as set forth the following specifications and/or bid form prepared under the direction of said Board of Commissioners of Thurmont, will be opened and publicly read in the town office, unless otherwise noted, on the day and hour (local time) stated herein. The person, firm or corporation making such bid shall submit it in a sealed envelope to the Chief Administrative Officer, or a duly designated representative, at the place herein mentioned on or before the hour and day stated herein, and the envelope shall be endorsed on its face with the name of the person, firm or corporation making such bid, the date of its presentation, the title of the services, for which such bid is made and the Request for Bid number. The Owner reserves the right to reject any and/or all bids, to consider informal all bids not prepared in accordance with instructions, or to waive any such informalities. Any bid may be withdrawn and resubmitted prior to the opening of bids. After a bid has been opened it may not be withdrawn for a period of ninety (90) days.

**1.2 TIME FOR RECEIVING BIDS**

Bids received prior to the time of opening will be kept securely sealed. The Chief Administrative Officer, whose duty it is to open them, will decide the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to the Chief Administrative Officer, or his representative, for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic proposals will not be considered. The Board of Commissioners of Thurmont assumes no responsibility for the timely deliverance of mailed bids.

**1.3 AWARD OR REJECTION OF BIDS**

The Board of Commissioners of Thurmont reserves the right to reject any and/or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Town of Thurmont. All Instructions, Conditions and Provisions

contained within the bid document and construction plans must be adhered to. Failure to comply with an Instruction, Condition or Provision shall be deemed reasonable cause to disqualify any bid. The Board of Commissioners of Thurmont also reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a firm which investigation shows is not in a position to perform the contract. The Board of Commissioners of Thurmont also reserves the right to award the contract within ninety (90) days from the date of the opening.

It is impractical to furnish firms with an abstract of bids received. Tabulations of all bids received are duly recorded and may be inspected in the office of the Chief Administrative Officer.

**1.4 QUOTATION**

If required, the firm shall insert the price per stated unit and the extension against each item in the bid form. In the event of a discrepancy between the unit price and the extension, the unit price will govern. All bids shall be made in accordance with Bidders form.

**1.5 TAXES**

The Town of Thurmont is exempt from state sales tax. An exemption certificate, if required, will be furnished.

**1.6 PURCHASER'S RIGHT OF SELECTION**

The Board of Commissioners of Thurmont reserves the right to reject any and/or all bids in whole or in part, to make partial awards, to waive any irregularity in any quotation, and may reject any bid that shows any omissions or alterations of form, additions not called for, conditions or alternate bids, and may make any such award as is deemed to be in the best interest of the town.

**1.7 RESERVATION AND ANNULMENTS**

The right is reserved by the Board of Commissioners of Thurmont to reject bids for any and all of the items, if in its judgment the interest of the town is not being served.

The Board of Commissioners of Thurmont also reserves the right to annul any contract if in its opinion there shall be a failure at any time, to perform faithfully any of its stipulation, or in case of any willful attempt to impose upon the Board of Commissioners of Thurmont, workmanship inferior to that required by the contract and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Commissioners of Thurmont to damages for the breach of any covenant of the contract by the contractor.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, the Board of Commissioners of Thurmont, after proper notice, reserves the right to purchase in the open market, the required service at the expense of the contractor. Should the contractor fail to complete the required work included in this contract, the Board of Commissioners of Thurmont reserves the right to withdraw such required work from the operation of this contract without incurring further liabilities on the part of the Board of Commissioners of Thurmont thereby.

Should there be any question as to the intent or meaning of any part of this bid, you should contact the Chief Administrative Officer in time to receive a (written, if necessary) reply before submitting bid.

**1.8 COMPLIANCE WITH SPECIFICATIONS**

The firm shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services as decided by the Department of the Public Works.

**1.9 CONTRACT**

The bid with respect to all items accepted and all papers accompanying the same, the scope of work, and other papers and documents referred to in any of the foregoing shall constitute the elements of the formal contract. A copy of the contract is attached.

**1.10 ERRORS IN BIDS**

All firms or individuals are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be the firm or individual submitting bids

own risk and they may not secure relief on the plea of error in either omission or commission. In case of error in extension of prices in the bid, the unit price shall govern.

**1.11 SIGNATURE OF BIDS**

Each bid must show the full business address and telephone number of the firm or individual and be signed by the person or persons legally authorized to sign contract. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions for the contractor to the contrary. Bids by partnership must be signed in the partnerships name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his authority to do so.

**1.12 CONFLICT OF INTEREST**

All bids, when submitted, shall be signed by the individual, or if a corporation, an officer thereof, stating that the person signing has read and understands the following provisions.

“PROHIBITIONS. No officer or employee of the Town of Thurmont, whether elected or appointed, shall in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of any contract, job, work or service for the Town of Thurmont. No such officer or employee shall accept any service or thing of value, directly or indirectly from any persons, firm or corporation having dealings with the town, upon more favorable terms than those granted to the public generally; nor shall he receive, directly or indirectly any part of any fee, commission or other compensation paid by the town, or by any person in connection with any dealings with the town, or by any person in connection with any dealings with or proceedings before any branch office, department, board, commission, or other agency of the town. No such officer or employee shall, directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for town

officers, employees or persons or firms doing business with the town. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act of omission in the course of the public work; provided, however, that the head of any department or board of the town may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.”

“BRIBERY. The bidder, to the best of his knowledge, whether he be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.”

**1.13 TOWN OF THURMONT EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The Town of Thurmont expects that the firm not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age.

**1.14 INDEMNIFICATION AND INSURANCE**

The firm shall indemnify and hold harmless the Town of Thurmont, their agents and employees, from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense is:

- a) Attributable to bodily injury, sickness, disease, injury to, or destruction of tangible property other than the work itself, including the loss of use resulting therefrom.
- b) Caused in whole or in part by a negligent act or omission of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town of Thurmont or any of their agents or employees, by an employee of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or

benefits payable by or for the contractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

A Certificate of Insurance will be required by the Town of Thurmont to satisfy the following:

a) **Compensation and Employer's Liability Insurance:**

The Contractor shall take out and maintain during the life of this Contract, the statutory workmen's compensation and employer's liability insurance for all of his employees to be engaged in work on the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide workmen's compensation and employer's liability insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any classification of employees engaged in hazardous work under this contract at the sites of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

b) Bodily **Injury Liability and Property Damage Liability Insurance:**

The Contractor shall take out and maintain during the life of this contract, bodily injury liability and property damage liability insurance to protect him and any subcontractor performing work covered by this contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Bodily injury liability insurance in an amount not less than \$100,000 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident.

Property damage insurance in an amount not less than \$25,000 for damage on account of any one accident, and in an amount not less than \$200,000 for damages on account of all accidents.

c) Contingent **Liability:**

The above policies for bodily injury liability and property damage insurance must be so written as to include contingent bodily injury liability and contingent property damage insurance to protect the Contractor against claims arising from the operations of subcontractors.

d) Automobile **Bodily Injury Liability and Property Damage Liability Insurance:**

The Contractor shall take out and maintain during the life of the contract, such automobile bodily injury liability and automobile property damage insurance to protect him and any subcontractor performing work covered by this contract from claims for damages, whether such operations be by him or any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Automobile bodily injury liability insurance in an amount not less than \$100,000 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident.

Automobile property damage liability insurance in an amount not less than \$50,000 for damage on account of any one accident.

**1.15 PREPARATION OF BIDS - PLEASE READ CAREFULLY**

Bids must be signed by an authorized representative of the company submitting a bid. All erasures and/or changes shall be initialed by the individual making modifications to the bid. Should there be a conflict between the general bid conditions and the scope of services, the scope of services shall prevail.

**1.16 PROCEDURES**

The Contractor shall not comply with requests and/or orders issued by other than representatives acting within their authority for the town.

**1.17 PRIME CONTRACTOR**

The Contractor shall be an independent firm not affiliated with any manufacturer.

**1.18 SUBCONTRACTORS**

The firm shall identify all proposed subcontractors who will be furnishing services under the terms of this Request for Bid. Subcontractors shall conform, in all respects to the applicable provisions specified for the prime contractor and shall further be subject to approval by the town.

**1.19 PAYMENTS**

The Town of Thurmont will within thirty (30) days of receipt of an approved partial/final payment estimate make payment to the contractor.

**1.20 DISPUTES**

In the event of a dispute regarding the terms of the contract or performance under the contract, resolution of the dispute shall be determined by the Department of Public Works staff and shall be final, binding on the parties to the dispute and conclusive of the issue. Under this contract, it is agreed that the only parties to a dispute shall be the Contractor and the Town of Thurmont, unless the Contractor and the Town of Thurmont agree to allow additional parties.

**2.0 INSTRUCTIONS FOR SUBMITTING BIDS**

**2.1 Preparation and Submittal of Bids**

- a) All bids shall be signed in ink by authorized principals of the firm.

- b) All attachments to the bids requiring execution by the firm are to be returned with the bids.
- c) Bids are to be returned in a sealed envelope. The face of the envelope shall indicate the Contract number, time and date of public opening, and title of the bid.
- d) Bid must be received by the Chief Administrative Officer not later than 3:00 p.m., April 15, 2016. Requests for extensions of this date will not be granted unless noted in addenda. Firms mailing bids should allow for normal mail time to ensure receipt of their bids by the Chief Administrative Officer prior to the time fixed for the opening of the bid. Bids, or unsolicited amendments to bids, received by the town after the closing date will not be considered. Bids will be publicly opened and logged in on the date specified above.

## **2.2 Withdrawal of Bids**

- a) All bids submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for opening.

***CERTIFICATION***

The Town of Thurmont requests as a matter of policy that any firm receiving a contract or award from the Town of Thurmont, Maryland shall make certification as below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of the Town of Thurmont, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing this contract.

**HANDWRITTEN SIGNATURE OF AUTHORIZED PRINCIPAL (S):**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**NAME OF FIRM/PARTNERSHIP/CORPORATION:**  
\_\_\_\_\_

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

**EXPERIENCE/REFERENCE SHEET**

Please list at least three references that are similar in nature to this project.

**Project**

**Owner/Address/Phone**

**Contact Person**

1.

2.

3.