

*"Minority business enterprises are encouraged to respond to this solicitation notice."*

PROJECT MANUAL

**Martinuk Erosion Stabilization  
Elk Neck State Forest  
2456 Old Elk Neck Road  
Elkton, MD 29121, Cecil County**

PROJECT # P-026-241-010  
BPM042550

MAINTENANCE CONTRACT

STATE OF MARYLAND  
DEPARTMENT OF NATURAL RESOURCES  
ENGINEERING & CONSTRUCTION

DATE: February 23, 2024

DATE BIDS DUE: **March 15, 2024**

TIME: **1:00 P.M.**

BIDS WILL BE OPENED ONLINE via eMMA

LOCATION: **THIS IS AN ONLINE SOLICITATION ONLY! All bids to be submitted on eMMA.**

**NOTE:** You are strongly urged to attend the pre-bid site visit in order to understand the scope of work. Those attending shall meet on **March 1, 2024, at 10:00 a.m., Elk Neck State Forest, 2456 Old Elk Neck Road, Elkton, MD 21921.**

Please make any reasonable ADA accommodation requests for attending the pre-bid meeting directly to the Procurement Officer via email by February 28, 2024 @ 2pm.

If you cannot attend or need directions to the pre-bid visit or for clarification of the specifications, please contact:

**PROJECT MANAGER: Yaakov Birnbaum**

**Cell (410) 533-7918**

*Name and address of Procurement Officer:*

*Perry Otwell  
Dept. of Natural Resources  
Tawes State Office Building, D-3  
Annapolis, Maryland 21401*

## INFORMATION TO BIDDERS

- PLEASE READ THOROUGHLY -

SOLICITATION No. BPM042550

PROJECT No. P-026-241-010

Title: Martinuk Erosion Stabilization, Elk Neck State Forest, 2456 Old Elk Neck Road, Elkton, MD 21921, Cecil County

### Minority Businesses Are Encouraged to Respond to this Solicitation

For the purpose of this solicitation the Instructions to Bidders have been supplemented by the following:

#### 1. NOTICE TO BIDDERS:

- A. The bid due date for this solicitation is: March 15, 2024 @ 1:00 p.m.
- B. A pre-bid conference is scheduled for March 1, 2024, at 10:00 a.m. 2456 Old Elk Neck Road, Elkton, MD 21921, Cecil County. Please make any requests for reasonable ADA Accommodations by February 28, 2024 @ 2pm.
- C. Carefully review the **Information to Bidders and Terms & Conditions** which is attached to and made part of this solicitation.
- D. The project classification for this solicitation is: **Under \$100,000.00**
- E. If you have any questions regarding this solicitation, contact the Procurement Officer, Perry Otwell at (410)260-8911 or by email at: [perry.otwell@maryland.gov](mailto:perry.otwell@maryland.gov). Please submit all questions regarding this project in writing by emailing Shenika Jackson, [Shenika.jackson2@maryland.gov](mailto:Shenika.jackson2@maryland.gov). **All questions shall be submitted by March 8, 2024, by 2:00 p.m. to allow time for the Project Manager to respond to the questions.**

#### 2. BID FORMS:

- A. The bidder shall submit his/her bid upon the blank form(s) furnished by the Department for this particular contract, to include the Bid Form, Bid Proposal Affidavit, Contract Affidavit, Conflict of Interest Affidavit, Bid Offeror Information Sheet, and any added Addendum. The bidder shall state prices in dollars and cents, in both words and numerals. If there is any conflict between the written words and the numerals, the written words shall govern unless circumstances apparent on the face of the bid make it clear the contractor intended the bid to be based in the amount stated by the numerals.
- B. The bid form(s) shall be filled out in ink or typed. Any erasures and/or alterations shall be initialed in ink by the signer. All bid documents shall be uploaded to eMMA as one attachment.
- C. The bid form, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, it shall be signed by such member or members of the partnership as having authority to bind the partnership; if submitted by a

corporation, it shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, as aforesaid, there must be attached a copy of that portion of the By-Laws or a copy of a Board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

- D. Any contractor calling itself a "joint venture" shall be, as between the contractor and the State, an ordinary partnership, whose partners are liable to the State as provided in Corporations and Associations Article §9-307 of the Annotated Code of Maryland.

### 3. BID OPENING:

- A. **This is an ONLINE SOLICITATION ONLY. Please do not mail or deliver the bid packets. Bid documents and all attachments must be submitted online to the solicitation via eMMA <https://emma.maryland.gov>.**

### 4. LICENSES AND CERTIFICATES:

- A. If the State of Maryland or other regulatory body requires a license or certificate to perform the services required, please provide the copy of license number and date of issuance in submission with other required documentation. **A copy must be mailed or faxed.**

### 5. COMPLETION TIME AND LIQUIDATED DAMAGES:

- A. The Contractor agrees that the price will be firm for a time period of ninety (90) calendar days from the bid opening date to execution of the contract by the State. The work shall be completed within 60 calendar days from the date of notice to proceed. If the work is not completed within the time period specified, the contractor will be liable for liquidated damages of \$150.00 per calendar day as specified in the "General Conditions".

### 6. AWARD AND EXECUTION OF THE CONTRACT:

- A. The basis of award will be to the lowest responsive and responsible bidder submitting the lowest Base Bid amount excluding any alternates not awarded. All Unit Prices listed will be evaluated and awarded.
- B. If notified by the Procurement Officer of Intent to Award the following must be provided to the Department of Natural Resources, Engineering & Construction, D-3, 580 Taylor Avenue, Annapolis, MD 21401:
- (1) Certificate of Insurance
  - (2) Contract Affidavit (unless submitted with bid response)

**Failure to submit these documents within 10 days of the notification of "Intent to Award" may result in the rejection of your bid.**

- C. Upon review and approval of the Department and/or the Board of Public Works an executed contract will be mailed to the Contractor. The Contract issued as a result of the Bid Solicitation and any subsequent amendments, modifications or options issued relevant to the Bid Solicitation or Contract, shall comply with all of the terms, conditions and specifications issued with the Bid Solicitation and are incorporated in and made part of the Contract.

## **7. ALL NON-RESIDENT BIDDERS:**

- A. Provide information with your bid as required by Section 12.A (3) of the Instruction to Bidders.

## **8. PAYMENT TO CONTRACTORS:**

### **PAYMENT OF STATE OBLIGATIONS:**

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

## **9. ELECTRONIC TRANSACTION FEE:**

- A.) Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.
- B.) The electronic transaction fee shall be submitted to the Office of State Procurement: Fiscal Services Division, 301 W. Preston Street, Room 1309 Baltimore, MD, 21201 No later than Forty-five (45) calendar days after the end of each reporting period along with a Monthly Usage Report documenting all contract sales. An excel version of the Monthly Usage Report shall be emailed to [dgs.statewidecontractsusagereport@maryland.gov](mailto:dgs.statewidecontractsusagereport@maryland.gov)
- C.) Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third-party analysis of all contract activity. d. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

#### **IV. DETAILED SPECIFICATIONS**

##### **A. SCOPE:**

1. This project consists of the Contractor providing all labor, equipment, materials, supplies, insurance, etc., necessary to install a grade stabilization structure with a pipe drop at the Elk Neck state Forest at the Martinuk East Parcel at 2456 Old Elk Neck Road, Elkton, MD 21921 in Cecil County.
2. The proposed project shall include, but is not limited to the following:
  - a. All work shall be done according to the attached Drawings pages. 1-4.
  - a. Install new 266' x 6' diversion berm and a new 266' x 10' x 1' swale.
  - b. Install 113' of 18" HDPE pipe drop to include one 4' concrete riser, 350' grassed waterway (20' x various depth), one 5' x 5' x 0.5' rock outlet, and one 13' x 13' rock plunge pool.
  - c. Remove and properly dispose of excess material and debris off of state property.
  - d. Properly restore all disturbed areas.

##### **B. QUALIFICATIONS OF THE CONTRACTOR:**

1. The Contractor shall be licensed in the State of Maryland in accordance with COMAR regulations as a General Contractor to perform work associated with this project.
2. The Contractor shall have a minimum of three (3) years of experience performing construction work of a similar nature. Upon request, the Contractor shall supply a list of other similar projects, which have been completed to the procurement officer for review.

##### **C. SITE INSPECTION:**

1. All prospective bidders are encouraged to attend the Pre-Bid conference meeting and familiarize themselves with the requirements for the project.
2. The Contractor shall investigate and satisfy themselves as to the conditions affecting the work, including but not limited to access and physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work.
3. The Contractor shall satisfy themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site.

4. Failure to attend the Pre-Bid conference meeting, or visit the site, will not relieve the successful bidder from complying with the requirements of these specifications at no additional cost to the State.
5. No allowance will be made for errors on the Contractor's part for failure to take into account any conditions or circumstances existing at the site that might affect the specified work.
6. Prior to any site visits other than the pre-bid conference, please contact the DNR Project Manager at 410-533-7918.

**D. SCHEDULE OF WORK:**

1. All work shall be coordinated with the Facility Manager and DNR/CSCD Project Manager during the pre-construction meeting.
2. Work shall be accomplished during the normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, unless permission is given in writing by the Facility Manager to do otherwise.
3. All work shall be completed within **60** calendar days of the notice to proceed, unless a written change order extending the time is approved by the DNR Procurement Officer.

**E. STANDARDS AND CODES:**

1. All work shall be performed in a top quality workmanship like manner in accordance with standards of the trade
2. All work shall be performed in accordance with latest edition of applicable code requirements and standards as defined by the Maryland Building Performance Standards (MBPS), and the latest editions of the:

International Building Code (IBC)  
International Residential Code (IRC)  
International Plumbing Code (IPC)  
International Mechanical Code (IMC)  
International Energy Conservation Code (IECC)  
Maryland Accessibility Code (MAC)  
National Fire Protection Association 101 Life Safety Code (NFPA)

and any local amendments or modifications to the Standards made by the local jurisdiction which may be applicable to the work.

3. The Contractor shall comply with OSHA (Occupational Safety and Health Administration) and MOSHA (Maryland Occupational Safety and Health Administration)

regulations regarding construction safety and health standards throughout the duration of the project.

**F. MATERIALS AND SUPPLIES:**

1. General:

- a. All materials shall be specified or approved equal. In the event the Contractor chooses to substitute materials other than those specified, the Contractor shall provide to the Project Manager, brochures and informational data necessary to determine the "or equal" rating. This information shall be provided to the Project Manager at least 10 days prior to the bid date. The Project Manager will make his decision and notify the Contractor within 5 days of receipt of this information as to the "as equal" status.
- b. The Contractor shall be responsible for the coordination, off-loading, and proper storage of all materials and supplies up until the time of final inspection.
- c. Materials shall be stored in a safe place out of the way of traffic. The storage site location shall be approved by the Project Manager and Facility Manager prior to the storage of any materials on-site.
- d. All materials are subject to the inspection and approval of the DNR Project Manager
- e. Any materials and supplies not specifically mentioned but reasonably implied for the complete, safe, and satisfactory completion of the project shall be provided by the Contractor as if specified herein.

2. Specific:

- a. Erosion Control Matting shall be excelsior matting as manufactured by One Clarion or approved equal.
- b. Rip Rap shall be <12" d50=8" (Class I) or approved equal.
- c. Filter Cloth shall be Drainage & Filtration Fabric - Standard Grade as manufactured by Pro-Fabric Supply or approved equal.
- d. Concrete Collection Box shall be pre-cast 4ft reinforced concrete catch basin as manufactured by Hampton Concrete Products or approved equal.
- e. Trash Rack shall be Aluminum-3"x1"x48"- 16 gauge trash rack as manufactured by Trash Racks or approved equal.

- f. Pipe shall be 18" solid HDPE Pipe as manufactured by Advanced Drainage Systems or approved equal.

**G. METHOD OF WORK:**

1. General:

- a. All work shall be as called for in these written specifications and plans on Drawings #1, 2, 3, 4.
- b. The Contractor shall coordinate all work with the various trades and material suppliers in order to complete the project expeditiously within the time limits of the contract.
- c. All work shall be performed in the best and most professional manner possible by mechanics skilled in their respective trades.
- d. Throughout the entire project the Contractor shall maintain the work site(s) in a safe, neat, and orderly manner.
- e. All work shall be performed to minimize disruption to park operations.
- f. The Contractor shall adhere to OSHA-MOSHA regulations throughout the project to insure the safety of his/her employees, state employees, and the public.
- g. The Contractor shall maintain the work site(s) in a safe, neat, and orderly manner throughout the entire project. The Contractor shall take steps to prevent the accumulation of debris at the job site(s).
- h. Any work that has not been specifically mentioned but is reasonably implied and is necessary for the safe and satisfactory completion of the project shall be performed by the Contractor as is specified herein.
- i. The Contractor shall work with the Facility Manager to locate other park-owned utilities.
- j. Prior to performing any excavation work, the Contractor shall notify Miss Utility to mark all underground utilities. In addition, the Contractor shall hire an independent locating service to locate other underground utilities that may exist. The Contractor shall perform excavation adjacent to existing utilities by hand.

2. Specific:

- a. The diversion and grade stabilization structure shall be done in accordance with Drawings # 1, 2, 3, 4.



**NOTE: The Contractor shall notify the CSCD/DNR Project Managers to check all grades before seeding and erosion control matting is installed, the subgrade of the riser, and filter cloth placement for rock outlets. The Contractor may not proceed with this work without approval.**

- b. Final restoration, seeding, etc., shall be directed by the DNR/CSCD Project Manager in accordance to the plans, drawings and specifications

**H. WARRANTY AND GUARANTEE:**

1. The Contractor shall fully guarantee the work covered under this contract for a period of two (2) years from the date of acceptance against defects in materials and workmanship.
2. Any defects found within the two (2) year warranty period shall be promptly repaired or replaced by the Contractor at no additional cost to the State.
3. The Contractor shall provide the Project Manager all manufacturers' warranties for materials and systems used on this project.
4. Acceptance by the Project Manager of any procedures, materials, workmanship, or final product shall not relieve the Contractor of his contractual requirements.
5. All work is subject to the inspection and approval of the DNR/CSCD Project Manager.

**I. GENERAL REQUIREMENTS:**

1. The Contractor shall make his own arrangements at his own expense, coordinating with the Facility Manager, and DNR Project Manager for storage of materials and any construction yard he may require to execute this project.
2. Deviation from the manufacturer's instructions or this specification will not be acceptable.
3. The Contractor shall take all necessary precautions and measures to protect all properties from damage. He shall repair all damage caused by his operation to all public and private property including roads, walks, curbs, utilities, trees, shrubs, plantings, etc., and leave the property in good condition and/or at least equivalent to the condition found.
4. All materials used for this project must comply with the specifications; and are subject to inspection and approval prior to initiating the work.
5. All work shall be coordinated with the Facility Manager/ DNR/CSCD Project Manager at the pre-construction meeting.

**J. METHOD OF BIDDING:**

1. Payments shall be made in accordance with the General Conditions, Section 8, "Payments".
2. On the eMaryland Marketplace.com opposite "Total Bid", the Contractor shall insert a lump sum bid including extended unit prices to complete all work described herein.
3. After satisfactory completion of the project, the Contractor shall submit the bill to DNR for approval, processing, and payment.
4. Agency Contact: Yaakov Birnbaum:Yaakov.Birnbaum@Maryland.Gov: 410-260-8908.
5. The Base Bid shall include all work associated with the project in addition to the Unit Prices for the quantity of work requested. Base bid shall not include add alternates. If add alternates are awarded, bid evaluations shall consider the total of the Base Bid and the chosen Add Alternates.

**V. ALTERNATES AND UNIT PRICES**

**A. Alternates:**

None

**B. Unit Prices:**

None

**III. DRAWINGS**

The following drawings are attached and shall be considered part of these specifications as if written herein:

Attachment 1	-	Cover Sheet/Index
Attachment 2	-	Plan Map and Grassed Waterway Detail
Attachment 3	-	Grassed Waterway Profile-Cross Sections-Details
Attachment 4	-	Swale & Berm Profile- Drop Pipe Profile & Details

# DEPT. OF NATURAL RESOURCES- MARTINUK

## 410 GRADE STABILIZATION STRUCTURE

### AS-BUILT STATEMENT

THE CONSERVATION PRACTICE(S), MEETS OR EXCEEDS NRCS STANDARDS AND SPECIFICATIONS

INSPECTED BY: SIGNATURE: DATE:   
 CONSTRUCTION APPROVAL: SIGNATURE: DATE:   
 VERIFIED DISTRICT CONSERVATIONIST: SIGNATURE: DATE:

DESIGNED: JZ 8/7/2023   
 DRAWN: JZ 8/7/2023   
 APPROVED: [Signature] 8/7/2023

OWNER/CONTRACTOR STATEMENT   
 I CERTIFY THAT THIS DESIGN HAS BEEN EXPLAINED TO ME BY A REPRESENTATIVE OF THE NRCS. I UNDERSTAND THE CONTENTS, ALL CONSTRUCTION WILL BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS. I AGREE THAT THE INSPECTION OF THIS OFFICE.   
 OWNER/OPERATOR SIGNATURE: DATE: 11-1-23   
 CONTRACTOR'S SIGNATURE: DATE:

All disturbed areas to be stabilized within 7 days of completion, including Recommendation areas.   
 Top Dressing: 200 cubic   
 Perennial Ryegrass: 17 bags   
 White Clover: 17 bags   
 Soil Stabilizer: 500 bags   
 Ground Limb 85% erodes: 2 tons/acre   
 Straw Mulch: 2 tons/acre   
 Seeding Date: August 15 thru August 31   
 Final Date: August 15 thru October 31   
 It is the landowner's responsibility to obtain all permits for this project from the local jurisdiction. It is the landowner's responsibility to obtain all permits for this project from the local jurisdiction.

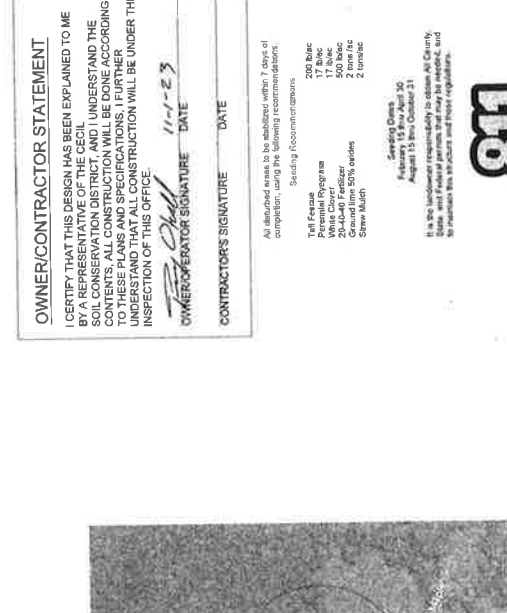
Know what's below. Call before you dig.   
 The Soil Conservation Service is responsible for the design and installation of the structures. The structures are designed to stabilize the soil and prevent erosion. The structures are designed to stabilize the soil and prevent erosion.

SAFETY REGULATIONS   
 ALL LEGALITY AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MARYLAND OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AS SET FORTH IN THE LATEST VERSION OF THE CODE OF MARYLAND REGULATIONS CONSTRUCTION NOTIFICATION   
 The Contractor/Owner is to notify the Cecil SOIL CONSERVATION DISTRICT at least 72 hours prior to construction to facilitate any scheduling, approval or pre-construction meeting. Proper construction inspection to enable appropriate certification of the project.   
 It is the Landowner's responsibility to obtain all County, State, and Federal permits that may be needed, and to maintain this structure and related regulations.   
 THERE WILL BE NO CHANGES IN SPECIFICATION, DIMENSIONS, OR MATERIALS UNLESS APPROVED BY THE ENGINEER RESPONSIBLE FOR THIS DRAWING. THE DRAWINGS ARE PREPARED COOPERATIVELY BY THE NATURAL RESOURCE CONSERVATION SERVICE FOR THE NAMED LANDOWNER.   
 CONSTRUCTION FOUND NOT IN ACCORDANCE WITH THESE DRAWINGS AND SPECIFICATIONS, SPECIFICATIONS, AND QUANTITIES ESTIMATE SHALL IMMEDIATELY BE RETURNED TO THE LOCAL NRCS OFFICE.

CRITICAL INSPECTION LITERATURE   
 The following list should be a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
 1. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
 2. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
 3. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
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 5. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
 6. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
 7. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
 8. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
 9. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.   
 10. The contractor shall provide a pre-construction meeting between the contractor, NRCS and inspector to discuss the critical inspection literature.

LOCATION MAP   
 Scale 1 inch = 400 feet   
 SHEET LIST TABLE   
 Sheet Number | Sheet Title   
 1 | Plan Map & Graded Waterway Details   
 2 | Graded Waterway Profile-Cross Sections-Details   
 3 | Swale & Berm Profile- Drop Pipe Profile & Details

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST NRCS SPECIFICATIONS FOR EACH CONSERVATION PRACTICE LISTED ON THE PLANS. IF NOT PROVIDED, THE LATEST NRCS SPECIFICATIONS, THE SPECIFICATIONS FOR THE FIELD OFFICE TECHNICAL GUIDE (FTG) LOCATED AT SECTION IV OF THE MARTINUK FIELD OFFICE TECHNICAL GUIDE (FTG) LOCATED AT: https://nrcs.usda.gov/fieldoffice/martinuk/under-conservation-practice-standards-support-documents.

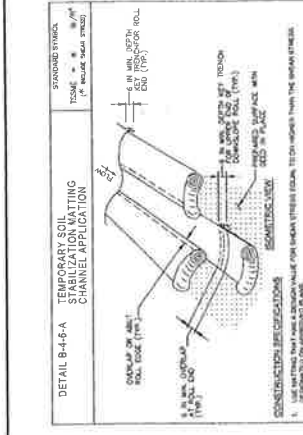


DESIGNATED BY: [Signature] DATE: 11-1-23   
 CONTRACTOR'S SIGNATURE: DATE:   
 OWNER/OPERATOR SIGNATURE: DATE: 11-1-23

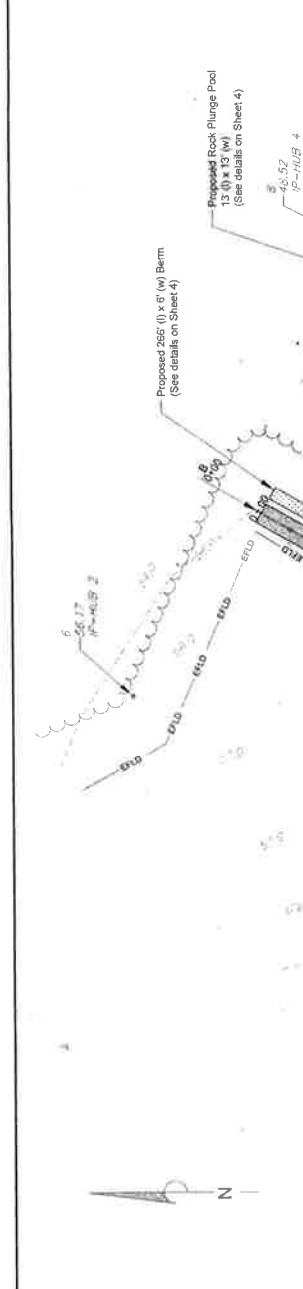
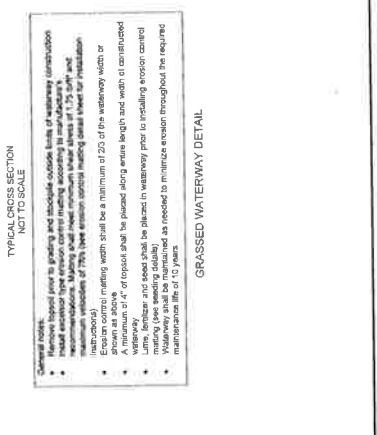
DEPT. OF NATURAL RESOURCES - MARTINUK   
 INDEX   
 TRACT # 804   
 CECL Soil Conservation District

FILE NAME: DNL\_PwdDwg.dwg   
 DRAWING NO.: MD\_0044   
 SHEET 1 OF 4

Date: 8/7/2023  
 Designed: JZ  
 Drawn: JZ  
 Approved: [Signature]  
 Checked: [Signature]  
 Date: 8/7/2023

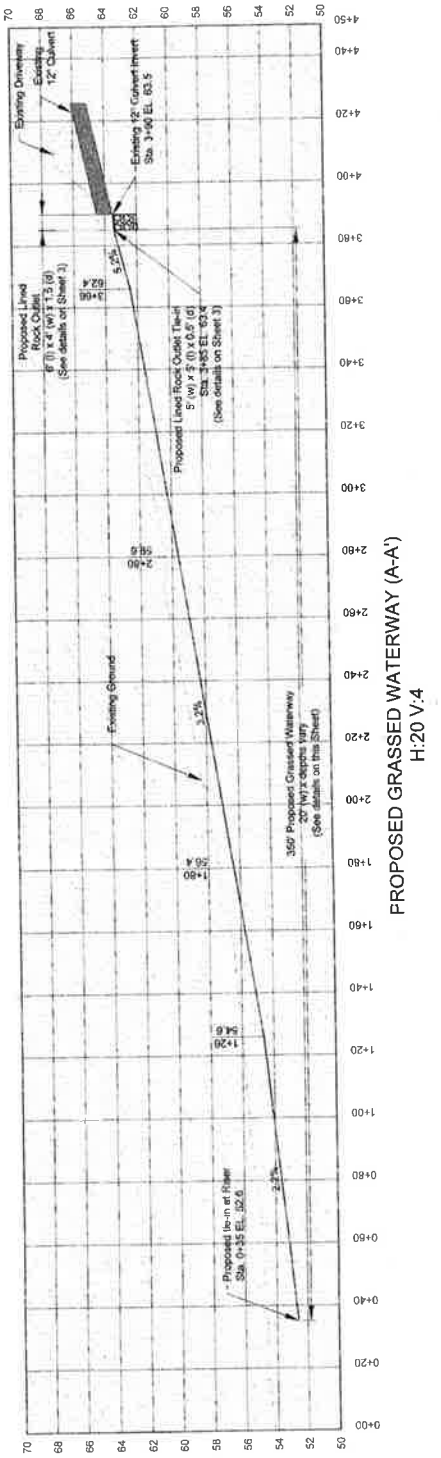


**CONSTRUCTION SPECIFICATIONS**  
 1. THE MATTING SHALL BE APPLIED TO THE CHANNEL BED AND SIDES TO PREVENT EROSION AND TO STABILIZE THE CHANNEL BED AND SIDES.  
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**BENCH MARK DESCRIPTIONS**  
 TBM #1 (IP-HUB 1): Elev = 67.12  
 Top of 2\"/>

**Notes:**  
 When installing barrel of pipe drop, there needs to be a minimum of 2ft of cover over pipe. Contractor to grade slopes of fill over pipe back into existing ground. Slopes steeper than a 3:1, erosion control matting shall be installed.

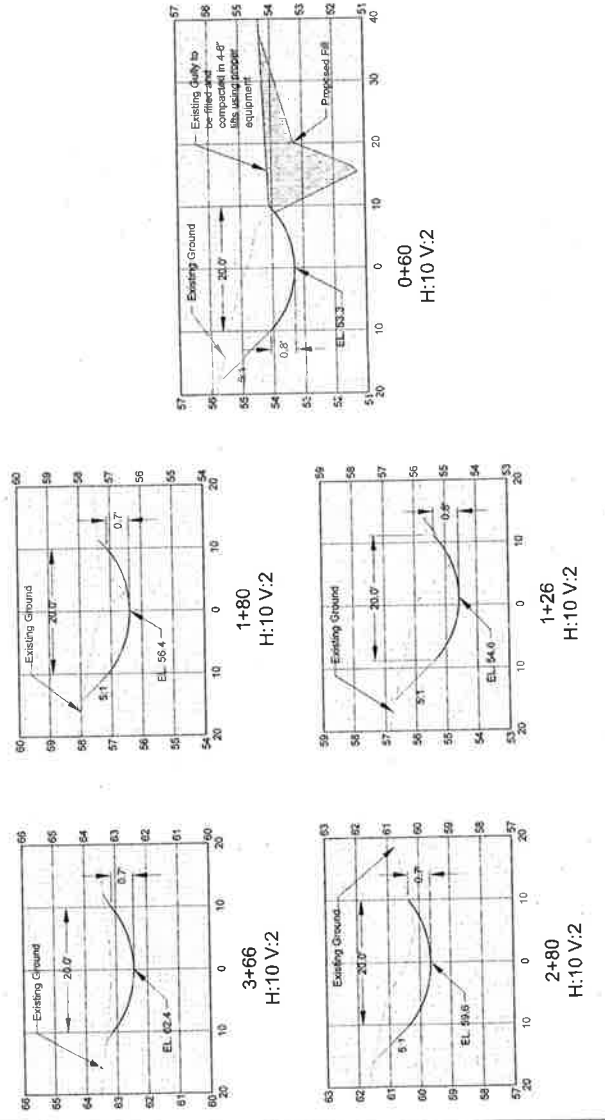
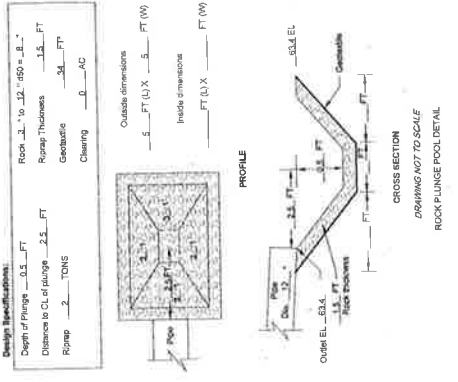


PROFILE

**CONSTRUCTION DATA**

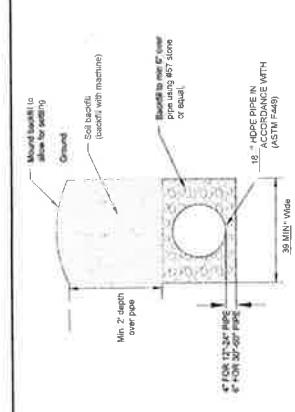
Station	Material	Quantity	Grade	Depth	Unit	Remarks
3+20	Grass	1.00	0.00	0.00	Sq. Yd.	For 20' x 20' area
3+20	Gravel	1.00	0.00	0.00	Sq. Yd.	For 20' x 20' area
3+20	Concrete	1.00	0.00	0.00	Sq. Yd.	For 20' x 20' area
3+20	Rebar	1.00	0.00	0.00	Sq. Yd.	For 20' x 20' area

EXISTING CULVERT ROCK PLUNGE POOL



**Design Specifications:**

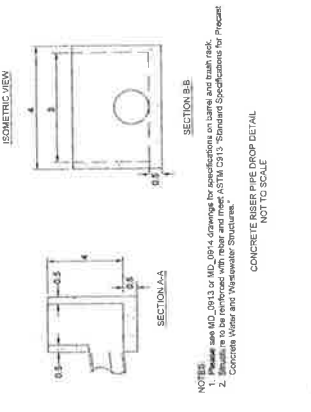
X	Concrete Riser (Inside Dimensions)	18"	Berm Size
X	Concrete Riser (Outside Dimensions)	20"	Topsoil
X	Concrete Riser (Outside Dimensions)	18"	Grass
X	Riser Total Height	4.5'	Riser Material
X	Riser Inside Height	3.5'	ALSD - Base Level EL. (V)
X	Riser Wall Thickness	0.5"	ALSD - Base Level EL. (H)
X	Base Thickness	0.5"	



**HDPE PIPE BACKFILL DETAIL**

**CONSTRUCTION NOTES:**

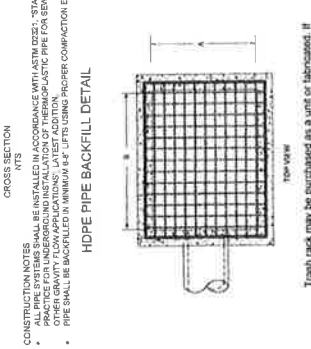
- PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2215, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND WATER LINES"
- PIPE SHALL BE BACKFILLED IN MINIMUM 6" LIFTS USING RICHER COMPACTION EQUIPMENT.



**CONCRETE RISER PIPE DROP DETAIL**

**NOTE:**

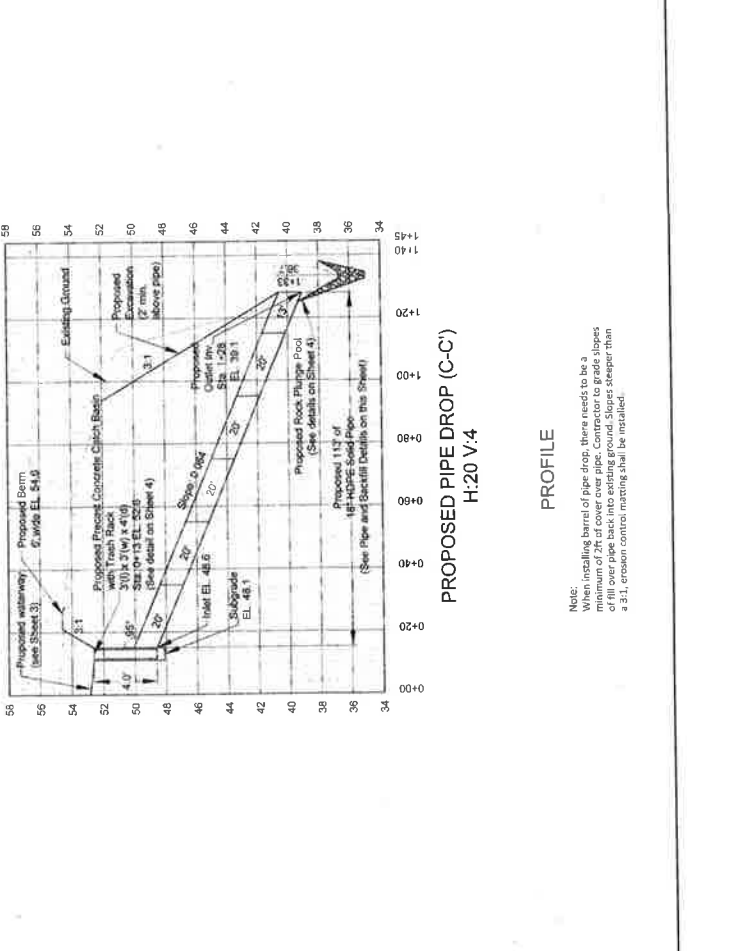
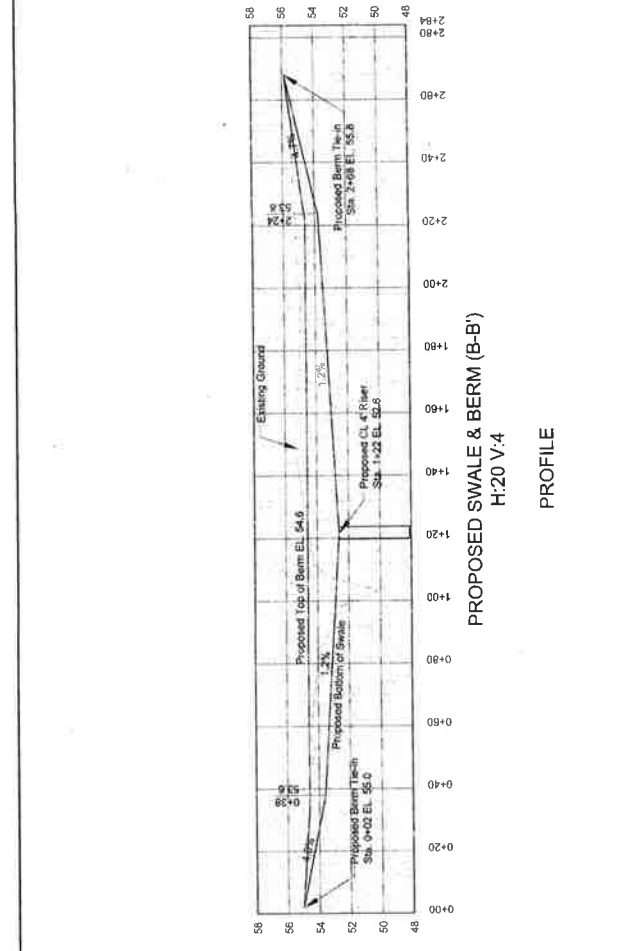
1. Refer to MD\_0013 or MD\_0014 drawing for modifications on base and back rock.
2. Structure to be reinforced with rebar and meet ASTM D313 "Standard Specifications for Reinforced Concrete and Reinforced Structures."



**TYPICAL CROSS SECTION NOT TO SCALE**

**General notes:**

- Proposed pipe to grading and subgrade shall be in accordance with manufacturer's instructions.
- Proposed riser to be installed in accordance with manufacturer's instructions.
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**PROPOSED PIPE DROP (C-C) H:20 V:4 PROFILE**

**NOTE:** When installing barrel of pipe drop, there needs to be a minimum of 2ft of cover over pipe. Contractor to grade slopes as shown. Proposed riser to be installed in accordance with manufacturer's instructions.

**CONSTRUCTION DATA**

WY	Material	Length	Quantity	Design	Volume	Notes
(#)		(ft)	(ft)	(ft)	(ft)	
1	Concrete	18"	1	18"	18"	
2	Concrete	18"	1	18"	18"	
3	Concrete	18"	1	18"	18"	
4	Concrete	18"	1	18"	18"	
5	Concrete	18"	1	18"	18"	
6	Concrete	18"	1	18"	18"	
7	Concrete	18"	1	18"	18"	
8	Concrete	18"	1	18"	18"	
9	Concrete	18"	1	18"	18"	
10	Concrete	18"	1	18"	18"	

**CONSTRUCTION DATA**

**Note:** Contractor to read the following Maryland State Highway Administration requirements.

Material	Typical	Strength	Permeability	Flow	Permeability	Flow	Permeability	Flow	Permeability	Flow
Class	Concrete	20,000	0.0002	2.0	0.0002	2.0	0.0002	2.0	0.0002	2.0
M	CONCRETE	20K	0.0002	2.0	0.0002	2.0	0.0002	2.0	0.0002	2.0
N	CONCRETE	20K	0.0002	2.0	0.0002	2.0	0.0002	2.0	0.0002	2.0

**Note:** Contractor to read the following Maryland State Highway Administration requirements.

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**1. NOTICE TO BIDDERS:**

**A. GENERAL:**

The Notice to Bidders, which may be published as an advertisement, contains a description of the proposed work, together with information to the bidder regarding availability of the Invitation for Bids or Request for Proposals (the solicitation), including the project classification, construction bid forms, plans and specifications, the nature of any proposal guarantee, and the reservation of the right of the State to reject any or all bids. Provisions of State statutes and regulations are incorporated into the contract to COMAR (Code of Maryland Regulations) 21.03.01.05B.

**B. PROJECT CLASSIFICATION:**

The Department will estimate the cost of the contract and classify it as falling within one of the following cost groups:

<u>Estimate</u>	<u>Class</u>
Upto\$100,000	A
\$100,000 to \$500,000	B
\$500,000 to \$1,000,000	C
\$1,000,000 to \$2,500,000	D
\$2,500,000 to \$5,000,000	E
\$5,000,000 to \$10,000,000	F
\$10,000,000 to \$15,000,000	G
Over \$15,000,000	H

The letter designation will be published as part of the solicitation.

**2. CONSTRUCTION BID FORM:**

- A. The Construction Bid Form is that form which is included in the contract documents and which sets forth the cost of the Work, the alternates (if any), and the unit prices (if any) solicited by the State.
- B. Unit Prices: Should contractor be required to perform work over and above that required by contract documents, or should he be ordered to omit work required by contract documents, an equitable adjustment shall be made to the contract price, subject to Sections 3.06 and 3.07 of the General Conditions. In determining the amount of any such extra to the contractor which is governed by unit prices, the amount of the extra will be the unit price bid by the contractor or a reasonable price, whichever is less. In determining the amount of any such credit due the State which is governed by unit prices, the amount of the credit will be the unit price bid by the contractor or a reasonable price, whichever is greater. Unit prices quoted shall be the same for extra work and for credit work and shall be the sum total compensation payable or creditable for such items of work, including all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. Changes shall be processed in accordance with the General Conditions Sections 3.06 and 3.07.

**3. SITE INVESTIGATION:**

See Section 3.04 of the General Conditions.

**4. BID BONDS:**

- A. When the total bid amount, including all add alternates, but excluding all deduct alternates is in excess of \$100,000, each bidder must furnish, prior to bid closing date, a bid bond in an amount not less than five percent (5%) of the total bid amount, including all add alternates, but excluding all deduct alternates.
- B. Bid bonds must provide for minimum liability of the principal and surety in the amount provided in COMAR 21.06.07.02 D(2). Bonds shall be issued by a surety company approved by the Maryland Insurance Administration to do business in Maryland. The contractor may not split its bid bond among multiple sureties or multiple bid bonds.
- C. Forms of bid security other than bonds are not permitted.
- D. Bid bonds will be returned as soon as practicable after the bid opening.

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**BID OPENING:**

- A. Bids Processed via eMaryland Marketplace will be governed by the process and procedure defined in the Information To Bidders attached to eMaryland Marketplace solicitations.
- B. Non-electronic bids will be opened in public at the time and place stated in the Notice to Bidders or the solicitation.
- C. This subsection C applies only when a solicitation permits the submission of bids by means other than electronic submission on eMaryland Marketplace.

From time to time, unforeseen circumstances may cause the State Office Building (580 Taylor Avenue, Annapolis MD) to be closed to the public. If in the event of such closure, if the State Office Building is not open to the public at least one (1) full hour immediately preceding the deadline established in the ITB/RFP for receipt of bids or offers, the deadline for the receipt of bids or offers will be extended automatically, without further action or notice by the Procurement Officer being necessary, to the next regularly scheduled business day at the same time and location.

**6. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES:**

The State reserves the right to cancel a solicitation, to reject any and all bids, and to waive any minor irregularity in a bid in accordance with COMAR21.06.02.

**7. DISCREPANCIES:**

- A. Should a bidder find discrepancies in the contract documents or should he be in doubt as to the meaning or intent of any part thereof, he must, prior to the bid opening: (1) request and receive clarification from the Procurement Officer (who will issue a written addendum if necessary), or (2) file a protest. Failure of the bidder to do so will constitute a waiver of any claim by the bidder for expenses or costs of complying after contract award with the Procurement Officer's interpretation of the contract documents.
- B. Oral or written explanations from the State before bid opening will not be binding on the State. Only written addenda issued by the Procurement Officer are binding on the State. If a bidder is not satisfied with oral clarification or with written clarification issued other than in written addenda by the Procurement Officer, the bidder must demand and receive a written addendum from the Procurement Officer; and, if one is not issued, the bidder must timely file a protest or be bound to the State's interpretation of contract requirements. Failure of the bidder to act as required by this section will bind the bidder to the Procurement Officer's interpretation of the contract documents. Any addenda resulting from these requests will be mailed to all listed holders of the Bid Documents within a reasonable time prior to the bid opening. The bidder must acknowledge the receipt of all addenda in the space provided on the Construction Bid Form.

**8. MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- A. Withdrawal or modification of bids will be allowed only as provided in COMAR 21.05.02.09 and .10.
- B. Mistakes in bids may be corrected only as provided in COMAR 21.05.02.12. Mistakes in bids may be corrected only as provided in COMAR 21.05.02. 12.

**9. PREPARATION OF CONSTRUCTION BID FORM:**

- A. The bidder shall submit his bid upon the blank form(s) furnished by the Department for this particular contract. The bidder shall state prices in dollars and cents, in both words and numerals. If there is any conflict between the written words and the numerals, the written words shall govern unless circumstances apparent on the face of the bid make it clear that the contractor intended the bid to be based in the amount stated by the numerals.
- B. The bid form(s) shall be filled out in ink or typed. Any erasures and/or alterations shall be initialed in ink by the signer.
- C. The bid form, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, it shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, it shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, as aforesaid, there must be attached a copy of that portion of the By-Laws or a copy of a Board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.



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- D. Any contractor calling itself a "joint venture" shall be, as between the contractor and the State, an ordinary partnership, whose partners are liable to the State as provided in Corporations and Associations Article §9-3 07 of the Annotated Code of Maryland.
- E. A bidder or contractor which is a partnership or joint venture must furnish the Department with a copy of the partnership or joint venture agreement prior to award.

**10. BID/PROPOSAL AFFIDAVIT AND CONTRACT AFFIDAVIT:**

Bidders must read, and truthfully execute the Bid/Proposal Affidavit included in the construction bid package and should submit it with the bid. The Contract Affidavit included in the construction bid package must be executed and submitted by the contractor prior to final award of the contract. If these affidavits are not included in the construction bid package, they can be obtained from the Department of Natural Resources.

**II. PUBLIC INFORMATION ACT:**

Bidders must identify those portions of their bids which they deem to be confidential or proprietary information or trade secrets and must provide, upon demand by the Department, justification for why such materials should not be disclosed by the State upon request under the Maryland Public Information Act, § 10-611, et seq., of the State Government Article of the Annotated Code of Maryland.

**12. AWARD AND EXECUTION OF CONTRACT:**

**A. AWARD OF CONTRACT:**

- (1) Unless otherwise stated in the contract documents, the award of the contract, if it be awarded, will be to the responsible bidder submitting the lowest responsive bid or evaluated bid. The successful bidder will be given a notice of intent to award stating that its bid (including applicable add or deduct alternates) has been accepted and that it has been selected for award of the contract. The basis for award of alternates is set forth in the subsection B below, "Award of Alternates."
- (2) Award of this contract by DNR will not be final and complete until after (a) a proposed award is approved by the appropriate public authorities, (b) the contractor submits complete and satisfactory documentation required under the contract, such as insurance certificates, affidavits, MBE compliance documents, bonds, etc., and (c) DNR executes a contract and forwards it to contractor.
- (3) The State reserves the right to apply, before or after award of the contract, any reciprocal preference for Resident Bidders as set forth in § 14-401 of the State Finance and Procurement Article of the Annotated Code of Maryland, at no additional cost to the State. As required by § 14-401(c), a non-resident bidder or offeror submitting a bid or proposal shall attach to its bid or proposal a copy of the current statute, resolution, policy, procedure, or executive order of the resident State of the non-resident bidder or offeror that pertains to that state's treatment of non-resident bidders or offerors. The Reciprocal Preference is a percentage of bid price applied to a nonresident business bidder over a resident business bidder. The State of Maryland does not have an in-state preference but imposes a reciprocal preference in-kind, at the option of the State, against bidders from those states that give in-state bidders a preference against Maryland bidders. COMAR 21.05.01.04 explains the treatment of this preference.

**B. AWARD OF ALTERNATES:**

If alternates are solicited by the Construction Bid Form, one or more alternates may be awarded in the discretion of the Department in the order in which the alternates are listed in the Construction Bid Form; provided that in the event the State lacks funds for award of the base bid and any succeeding alternate, the State in its discretion may forego the award of the alternate for which funds are not available but may award one or more succeeding alternates for which funds are available.

**C. EXECUTION OF CONTRACT:**

- (1) After the evaluation of bids and selection of a recommended contractor by the Procurement Officer, the Department may notify the recommended bidder or offeror to submit certain documents such as Payment and Performance Bonds and MBE Information. Time is of the essence when documents are requested. Failure to respond with the requested information in a timely manner may result in the Department rescinding the award recommendation. Should this become necessary for any reason, including failure to attain the specified MBE Goal, the Department will not be responsible for bonding costs incurred by the bidder or offer. An award is not

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final until all conditions of Section 12A(2) of the Instructions To Bidders are met. The basis of the award shall be in accordance with Section 12A of the Instructions to Bidders.

- a.) This provision applies to all procurement contracts procured by the Department of Natural Resources except contracts for the procurement of Architectural and Engineering services.
- b.) As used in this provision, bid~ refers to a bid submitted under competitive sealed bidding and to an offer submitted under competitive sealed proposals.
- c.) As used in this provision, bidder~ refers to a bidder under competitive sealed bidding and to an offeror under competitive sealed proposals.
- d.) As used in this provision, "solicitation" means an invitation to bid, a request for proposals, or any other document requesting bids or proposals for procurement by the Department.
- e.) The bidder's execution and submission of a responsive bid constitutes a promise by the bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period stated in the solicitation or for such longer period as the bidder and the Department may agree.
- f.) Upon acceptance of a bid, the Procurement Officer may issue a Contractual Agreement, in a form to be determined by the Department, to the bidder accepting the bid and binding the bidder to a contract. The execution and issuance of a Contractual Agreement by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract of the parties will be embodied in the contract documents, which shall consist of the executed Contractual Agreement of the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the Contractual Agreement, the bid, or by operation of law, and the executed bid of the bidder.
- g.) In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:

the Contractual Agreement; then  
the solicitation; and then the bid.

- (2) As a prerequisite to execution of the contract, the bidder shall have furnished the following in the form and content required by these General Conditions: (a) Performance and Payment Bonds (if required); (b) Certificates of Insurance; (c) Contract Affidavit; and (d) all other documents required by the contract documents to be furnished by the contractor as a condition of award.
- (3) After receipt of these properly executed documents, the Department will execute the contract within 90 days following receipt and approval by DNR of all documents and receipt of all approvals of the proposed award required by law, and the Department will then forward the contractor a signed copy of the contract. In the event the State fails to execute the contract and forward it to contractor within the 90 day period, the contractor will have, as its only remedy, the option (a) to declare the contract void without any liability or obligation by the State to the contractor, or (b) to accept an extended period for execution by the State at no additional cost to the State.

**13. FAILURE TO EXECUTE CONTRACT:**

Failure of the contractor to execute and submit acceptable documents required under Section 12C within the time provided shall be just cause for the payment of the penal sum of the bid bond or other security. In the event that the damages sustained by the State exceed the amount of the bid security, the State reserves the right to proceed against the contractor for the balance of its damages, which shall include any and all costs of obtaining the work from another source, including additional administrative costs, architects fees, and other costs and expenses. In the alternative, if the contractor executes the contract but fails to furnish other required documents, the State may at its sole option treat the contractor's failure to furnish the required documents as a default of the contract and may terminate the contract for default under the General Conditions and avail itself of any other remedy provided by the contract.

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**14. PERFORMANCE AND PAYMENT BONDS:**

- A. Performance and Payment Bonds are required when the amount of the initial contract award, including base bid and any alternates awarded, is in excess of \$100,000.
- B. Performance and payment security shall be in the form of bonds **only**. No other form of performance or payment security will be permitted. (Performance security secures the State against failure of the contractor to honor its warranty obligations and against latent defects discovered in the future. Therefore, performance security will not be returned to the contractor upon apparent completion of the work.)
- C. The contractor may not split its performance or payment bonds among multiple sureties.
- D. Prior to the award of the contract, the State will provide the contractor with copies of the required Performance and Payment Bond forms. The bonds must be executed and returned to the Department. Premiums for the bonds shall be paid by the contractor. Performance and Payment Bonds must be submitted on the required DNR forms (see COMAR 21.07.02.10). Other forms are not acceptable.
- E. The Performance Bond and the Payment Bond shall each be in the full amount of the contract price. Performance and Payment Bonds are subject to the applicable provisions of COMAR 21.06.07.
- F. The Department may reject a bid on the ground that the bidder is not responsible if the bidder fails to furnish Performance and Payment Bonds from a surety which the Department determines has in the past responded diligently and in good faith to bond claims of the State or of subcontractors and suppliers.
- G. At the direction of the Department, the contractor may be required to increase the amount of the penal sum of Performance or Payment Bonds; for such increases, the contractor will be reimbursed by the State in the amount of the actual increased bond cost incurred by the contractor. Whenever the amount of the contractor's bonds is increased at the State's request, the State must receive proof of the increase in satisfactory form from the surety. The State will not be liable to the contractor for any increase in bonds not requested by the State.
- H. Performance Bonds:
  - (1) Performance Bonds secure, for the benefit of the State, proper performance of all obligations of the contractor to the State under the contract, provided that Performance Bonds do not secure subcontractors or suppliers at any tier against nonpayment or late payment by the contractor or others.
  - (2) The State may declare the contractor to be in default, so as to obligate the surety to perform as required by the Performance Bond, with or without terminating the contract for default.
  - (3) If the State declares the contractor to be in default, the surety has no right to require the State to contract with a contractor of the surety's choosing. The surety must either (a) complete the project or cure the default or (b) allow the State to complete the project or cure the default, with the surety to remain liable to the State for excess completion costs and other damages incurred.
  - (4) If the State terminates the contract for default, the State has the right, in its absolute discretion, to prohibit the surety from using the terminated contractor to complete the work or any part of it.

**15. MINORITY BUSINESS ENTERPRISE REQUIREMENTS:**

To satisfy the requirement of COMAR 21.11.03, Minority Business Enterprise Policies, Bidders are responsible for complying with the requirements of Section 9 of the General Conditions.

**16. ARREARAGES TO STATE:**

By submitting a response to this solicitation, a bidder represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract, if selected for award. Bidders are on notice of §7-222 of the State Finance and Procurement Article of the Annotated Code of Maryland prohibiting the issuance of a warrant for payment to any person indebted to the State for \$50 or more.

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17. CONTRACTOR'S ADDRESS:

The bid must state a street address (physical location as opposed to a post office box) of the contractor to which the State may send mail and deliver notices to contractor. A post office box without a street address is not acceptable. Contractor must inform the State in writing of any changes in the contractor's mailing address and street address during the term of the contract and all warranty periods under the contract.

18. COMPONENTS OF THE BID:

- A. Words not defined in these Instructions to Bidders but defined in the General Conditions shall have the meanings stated in the General Conditions.
- B. **Base Bid:** The Base Bid is the price submitted on the Bid Form and must include the total cost to complete all of the work specified in the solicitation documents which may include specifications, plans/drawings, reports, sketches and any other documents or materials provided with the solicitation package. The Base Bid is to **include** extended Unit Price calculations and Allowances but **exclude** Alternates (Add or Deduct).
- C. **Unit Price:** A Unit Price is a bid price per unit of measure specified for materials and or labor. The specified estimated quantity, shall **be included in the Base Bid** amount. Actual usage of Unit Price items will be verified by the Owner or Owner's representative. Adjustment to the contract **sum** based on actual verified usage will be made by Change Order as required by Section 2B of the Instructions to Bidders.

Example:

Unit Price #1 Remove all below grade rock and replace with approved suitable fill  
2000 Cu. Yds. Rock X \_\_\_\_\_ = Amount Base Bid  
Bid Price

- D. **Allowance:** An Allowance is a specified dollar amount to be **included** in the Base Bid. Allowances are established in lieu of specific requirements and defer selection of materials and equipment to a later date when additional design and/or specifications can be developed. Further information regarding Allowances is in Section 8.03 of the General Conditions.

Example:

Allowance #1: Include in the Base Bid price the lump sum of \$10,000 for the purchase and installation of all on site signage.

- E. **Alternate:** An Alternate is for a specific scope of work or material **not included** in the Base Bid. The bid price for the Alternate is not included in the Base Bid amount. Alternates may be Add or Deduct. The bid price for the Alternate should only represent the amount for the Alternate over and above the Base Bid work. The specified completion schedule includes any Alternate work. Selection and award of Alternates is explained in Section 12B of the Instructions To Bidders.

Example:

Add Alternate #1: Provide concrete paving as specified and shown on drawing 202 in lieu of the specified asphalt paving.

## II. GENERAL CONDITIONS

### 1. NOTE:

a) The State of Maryland, Department of Natural Resources, General Conditions of the Contract between Owner and Contractor, current issue, are hereby made a part of these documents.

b) They are available for review at [dnr.maryland.gov/documents/engineering-construction/instructions\\_to\\_bidders.pdf](http://dnr.maryland.gov/documents/engineering-construction/instructions_to_bidders.pdf) or at:

Department of Natural Resources,  
Tawes State Office Building  
580 Taylor Avenue, D-3  
Annapolis, MD 21401.

## SMALL PROCUREMENT - TERMS AND CONDITIONS

### 1. INCORPORATION BY REFERENCE

All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract.

### 2. TAX EXEMPTION

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales or use tax, if applicable, and the exemption does not apply.

### 3. SPECIFICATIONS

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this solicitation.

### 4. NON-HIRING OF EMPLOYEES

No employee of the State of Maryland, any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall while so employed, become or been an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

### 5. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

### 6. FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article f13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year, shall within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

### 7. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election.

## SMALL PROCUREMENT - TERMS AND CONDITIONS

The statement shall be filed with the State Administrative Board of Election Laws: 1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two calendar years; and 2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

### 8. ANTI-BRIBERY

The Contractor certifies that, to the Contractor's best knowledge, neither the contractor; nor (if the contractor is a corporation or partnership) any of its officers, directors, or partners' nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state of the United States.

### 9. REGISTRATION

Pursuant to §7-201 et. seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

### 10. CONTINGENT FEES

The Contractor warrants that it has not employed or retained any person, partnership, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entry, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

### 11. LAWS TO BE OBSERVED

- A. The Contractor shall keep fully informed of all Federal, State, and local laws, ordinances, rules and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. They shall at all times observe and comply with all such laws, rules, ordinances, regulations, orders and decrees; they shall protect and indemnify the State and its representatives against any such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by themselves or their employees, subcontractors or suppliers at any tier. Whenever the contract documents require the contractor to comply with provisions of Federal, State, or local laws, regulations, ordinances or codes, contractor must comply whether such laws, regulations, ordinances or codes are expressly incorporated into the contract or not.
- B. The Contractor must comply with the provisions of the Workers' Compensation Act and Federal, State and local laws relating to hours of labor.

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- C. The provisions of this contract shall be governed by the laws of the State of Maryland.
- D. If the Contractor observes that the contract documents are at variance with any applicable law, ordinance or regulation, they shall promptly notify the Procurement Officer, any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice, they shall bear all costs arising therefrom.
- E. The State is not responsible for the actions, orders or interpretations of Federal, county, municipal, or other local officials or representatives respecting the application to the work of Federal, State, or local laws, ordinances, regulations or codes. Contractor shall not be entitled to additional compensation for unanticipated costs of complying with any such actions, orders or interpretations.

### 12. TERMINATION FOR CONVENIENCE

The State may terminate this contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

### 13. TERMINATION FOR DEFAULT

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations or the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

### 14. DISPUTES

Disputes arising under this contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administration and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

### 15. TERMINATION FOR NONAPPROPRIATION

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or cost incurred after termination.



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### 16. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action cost or judgement for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

### 17. MARYLAND LAW PREVAILS

The provision of this contract shall be governed by the laws of Maryland.

### 18. CONTRACTOR INVOICES

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and Federal Employer Identification Number for all other types of organizations.

### 19. PRE-EXISTING REGULATIONS

The applicable regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

### 20. DRUG AND ALCOHOL FREE WORKPLACE

The Contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

### 21. CONTRACTOR'S INSURANCE

The Contractor and its subcontractors shall purchase and maintain comprehensive third party legal liability insurance and other such insurance as is appropriate for the work to be performed on the project. Further, the Contractor be responsible for the maintenance of this insurance whether the work is performed directly by the contractor, by any subcontractor, by any person employed by the contractor or any subcontractor, or by anyone for whose acts the contractor may be liable. This insurance shall include protection for:

- A. Claims arising from Worker's Compensation statutes or similar employee benefit acts, or third-party legal liability claims arising from bodily injury, sickness and disease, or death or contractor's employees. The minimum limits of such coverage shall be as required by law.

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- B. Third-party legal liability claims against the Contractor arising from the operations of the Contractor, subcontractors and suppliers with such protection extended to provide comprehensive coverage, including personal injury, completed operations, explosion and collapse hazard, and underground hazard. The minimum combined limit for personal injury and property damage liability shall be \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, unless other limits are stated elsewhere in the contract documents.
- C. Third party legal liability claims arising from bodily injury and/or damage to property of others from the ownership, maintenance or use of any motor vehicle, both on site and off site, owned by the Contractor. The minimum combined limit for personal injury and property damage liability shall be: \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, unless other limits are stated elsewhere in the contract documents.

### 22. CHANGES

- A. The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method of manner of performance of the work;
  - (3) In the State-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- B. Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change order.
- C. Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- D. Subject to paragraph (F) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, except for claims based on defective specifications, that no claim for any order under (B) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

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- E. If the Contractor intends to assert a claim for an equitable adjustment under this Section 22, they shall, within 30 days after receipt of a written order under (A) above, or the furnishing of written notice under (B) above, submit to the Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is expressly extended by the Procurement Officer in writing. The statement of claim hereunder may be included in the notice under (B) above.
- F. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.
- G. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

### 23. SITE INVESTIGATION

The Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint themselves with the available information may not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.

### 24. SUSPENSION OF WORK

- A. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as they may determine to be appropriate for the convenience of the State.

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- B. If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the procurement officer in the administration of this contract, or by their failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- C. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 25. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

### 26. LIQUIDATED DAMAGES

For each day that the work shall be uncompleted after the contract completion date, as extended by the Procurement Officer, the Contractor shall be liable for liquidated damages in the amount specified in the contract documents. prior to and after expiration of the contract completion time, the State may withhold an amount equal to liquidated damages whenever the progress of construction is such that, due to the fault or responsibility of the Contractor, the Contractor, in the judgement of the State, is behind schedule so as not reasonably to be able to complete the contract on time. Due account shall be taken of excusable delays, any extensions of time reasonably due the Contractor for completion of additional work under change orders, and for delays for which the State is responsible, provided that the Contractor has properly requested time extensions therefor. After submission of a bid, the Contractor may not contest the reasonableness of the amount of liquidated damages stated in the contract.

## 27. COMMERCIAL NONDISCRIMINATION POLICY

In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for bids on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder shall provide to the State a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid or proposal to the State, the bidder agrees to comply with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland."

- A. As a condition of entering into this agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the company under Title 19 of the State Finance and Procurement Article, as amended from time to time, the company agrees to: provide to the State within 60 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the company has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the contractor on each subcontract or supply contract. The company further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The company understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- B. As a condition of entering into this agreement, the company represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the company may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- C. As a condition of entering into this agreement, the company represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this agreement shall include a clause identical to paragraph B above."