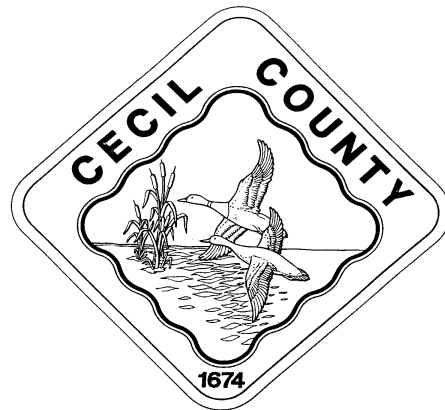


**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**SOD INSTALLATION**

**CECIL COUNTY GOVERNMENT:  
PARKS & RECREATION DEPARTMENT**



**CECIL COUNTY PURCHASING DEPARTMENT  
200 CHESAPEAKE BLVD., SUITE 1400  
ELKTON, MARYLAND 21921**

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**SOD INSTALLATION**

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**CECIL COUNTY, MARYLAND**  
**BID NO. 10-42**

**Invitation to Bid**

Sealed bid proposals for "Sod Installation", as described in the proposal package, for the Cecil County Government, Department of Parks and Recreation will be received from qualified bidders until **1:30 p.m. on February 4, 2010** at the Purchasing Department, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921.

The project will consist of delivery and installation of selected sod for a predetermined open farm field area located at 211 Brick Meeting House Road, North East, MD 21901. The area to be covered is approximately 110 yards by 60 yards, to be centered within the existing field. The Department of Parks and Recreation will stake the area to identify exactly what area is to be sodded. All work shall be completed according to referenced specifications and procedures.

It is highly suggested that all interested contractors preview the site before submitting a proposal. Personnel from the Department of Parks and Recreation will meet with contractor if requested by coordinating and scheduling a date and time with the department by calling Ms. Kelly Schaible at 410-996-8101.

The Board of County Commissioners of Cecil County reserves the right to reject any or all bids and to waive technicalities. All bids are based upon budgetary constraints.

Bid packages may be picked up at the Purchasing Office at a **non-refundable** cost of \$10.00 per package (including sales tax) or per copy on a compact disc. **When available, electronic copies may be formally requested upon registration with the Purchasing Office.** Electronically submitted bid proposals will not be accepted. Bid proposals are provided on the Cecil County web-page ([http://www.ccgov.org/dept\\_purchasing/index.cfm](http://www.ccgov.org/dept_purchasing/index.cfm)) as a PDF document for all vendors to download. **All vendors wishing to submit a proposal shall obtain an original set of documents from the Cecil County Purchasing Department.** Changes or addendums to this proposal and or other documents, will be posted to the proposal documents on the County web-page and sent directly to vendors who have obtained an original set of proposal documents. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County web-site. Vendors obtaining electronic copies of the proposal documents will be directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office.

All questions or discussions concerning this bid, bid documents, specifications, etc. shall only be coordinated through the Purchasing Office. The County shall not be responsible for information obtained outside the County Purchasing Office concerning this or any other County bid, RFP, solicitation or quote.

**CECIL COUNTY, MARYLAND**  
**BID NO. 10-42**

Additional specifications and/or instructions to bidders may also be obtained by emailing [plowe@ccgov.org](mailto:plowe@ccgov.org) (cc/ [dpyle@ccgov.org](mailto:dpyle@ccgov.org)) or by calling the Purchasing Department, (Pamela Lowe, Purchasing Assistant), at 410-996-5396. Bid packages may be picked up at the Purchasing Office.

The Purchasing Office will provide vendor lists on the Cecil County web-site ([www.ccgov.org](http://www.ccgov.org)) for all solicitations published unless a vendor/contractor provides a written request **barring the disclosure of their information prior to specific proposal award.**

LOCAL CONTRACTORS PREFERENCE: Section 183-21 of the Cecil County Code provides for Local Preference whereby the Board of County Commissioners of Cecil County reserves the right to show preference to local bidders in the purchase of supplies, equipment and services.

The Board of County Commissioners of  
Cecil County

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

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**NOTICE TO BIDDERS**

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

**CECIL COUNTY, MARYLAND**  
**BID NO. 10-42**

LOCAL CONTRACTORS PREFERENCE

Section 183-21 of the Cecil County Code entitled "Local Preference" reads as follows:

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

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

No bidder should assume, regardless of whether the bidder qualifies under the definition of "local bidder" that the Board of County Commissioners of Cecil County would grant preference on this contract to any bidder. The Board of County Commissioners **reserves** the right to do so under Section 183-21 of the Cecil County Code but is not **bound** to do so under any circumstance, regardless of precedent.

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

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**NON-RESIDENT CONTRACTOR NOTIFICATION:**

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

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

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

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

1. Name of Contract: **Bid No. 10-42; Sod Installation**
2. Name of Bidder: \_\_\_\_\_
3. Business Address: \_\_\_\_\_  
\_\_\_\_\_
4. When Organized: \_\_\_\_\_
5. Where Incorporated: \_\_\_\_\_
6. **Foreign Business No.:** \_\_\_\_\_
7. Has the Bidder paid any sales tax on the equipment to be used on the project?  
Yes \_\_\_\_\_ No \_\_\_\_\_
8. If so, at what rate was the sales tax paid? \_\_\_\_\_  
\_\_\_\_\_ Percent to State of \_\_\_\_\_
9. How many years has the bidder been engaged in this business under your present firm name? \_\_\_\_\_
10. Have you ever refused to sign a contract at your original bid?  
Yes \_\_\_\_\_ No \_\_\_\_\_
11. Have you ever defaulted on a contract? Yes \_\_\_\_\_ No \_\_\_\_\_  
Remarks: \_\_\_\_\_
12. Will you, upon request, furnish any other pertinent information that Cecil County Government may require? Yes \_\_\_\_\_ No \_\_\_\_\_
13. Do you assert that you qualify under definition of "Local Bidder" under Cecil County Code Section 183-21? YES \_\_\_ NO \_\_\_ (If yes, attach appropriate documentation)
14. Does your business maintain a regular place of business in the State of Maryland (Resident) \_\_\_\_\_ or would your business be considered Non-Resident \_\_\_\_\_?  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.
15. Has the bidder or firm ever been disbarred, suspended or otherwise prohibited from doing work with the local, state, and/or federal government. Yes \_\_\_ No \_\_\_  
(If yes, explain \_\_\_\_\_)

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

\_\_\_\_\_  
Name of Bidder

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

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



**CECIL COUNTY, MARYLAND  
 BID NO. 10-42**

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

Experience

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**CECIL COUNTY, MARYLAND**  
**BID NO. 10-42**  
**EEC-2**

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

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

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

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

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**IV. Equipment**

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

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

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

V. Award of Contract

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

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

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

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

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

**11-221 Taxation by Other Law**

(c) Sales tax paid in other jurisdiction –

- (1) To the extent that a buyer pays another state a tax on a sale or gross receipts from a sale of tangible personal property or a taxable service that the buyer acquires before the property of service enters this state, the sales and use tax does not apply to use of the property or service in this state.
- (2) If the tax paid to another state is less than the sales and use tax, the buyer shall pay the difference between the sales and use tax and the amount paid to the other state in accordance with the formula under 1-303 (b).

**11-214 Non-resident Property**

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

- (1) A non-resident.
  - (i) acquires before the property or service enter the state; and
  - (ii) Uses:
    1. For personal enjoyment or use or for a use that the Comptroller specifies by regulation, other than for a business purpose; or
    2. Does not remain in the state for more than 30 days.

**Depreciation Allowance**

- (a) In general - a buyer is allowed a depreciation allowance as an adjustment to taxable price if:
  1. Tangible personal property or a taxable service is acquired before the tangible personal property is brought into the state for use in the state or before the taxable service is used in the state; and

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

2. The use first occurs in another state of federal jurisdiction.
  - (b) Amount allowance - The allowance under subsection (a) of this section for each full year that follows the date of purchase is ten percent (10%) of the taxable price paid to acquire the tangible personal property or taxable service.

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**BID  
PROPOSAL**

**BID NO. 10-42**

**“SOD INSTALLATION”**

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Bidder's Name & Signature for Identification

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**PROPOSAL**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
by \_\_\_\_\_  
(Company Name)

Contact Person: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business Phone No. : \_\_\_\_\_  
Business FAX No. : \_\_\_\_\_  
e-mail Address: \_\_\_\_\_

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

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

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**PROPOSAL**

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

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

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

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

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**TOTAL BID AMOUNT**

The Bid Form lists all anticipated work tasks, the unit of measure and estimated quantities. The bidders shall insert as indicated a unit price or lump sum price for each listed work task and multiply that price by the quantity to arrive at an extended total for each work task. All extended prices are then summed to arrive at the Total Bid Amount for the project. The bid will be awarded to the bidder that has the lowest total bid price and is responsive and responsible as defined in the bid/contract documents.

CECIL COUNTY, MARYLAND  
BID NO. 10-42

PROPOSAL FORM

PROJECT: \_\_\_\_\_

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

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

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

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

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

PROPOSAL FORM: **SOD INSTALLATION; 211 Brick Meeting House Road, North East, MD 21901**

For labor, tools, materials, testing mobilization/demobilization and any other incidentals necessary to complete this project as specified herein.

- TOTAL BID PRICE: \$ \_\_\_\_\_

- Number of work days from issue of Purchase Order to job completion: \_\_\_\_\_

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

Bidder Certification

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

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

County of \_\_\_\_\_, ss.

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

(NOTARY SEAL)

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**GENERAL PROVISIONS**

**GENERAL**

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

**METHOD OF AWARD**

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

**BASIS OF AWARD**

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

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

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

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

The County reserves the right to consider the effect of Contingency Item pricing in the award of the contract.

**NOTICE TO PROCEED**

Contractor shall proceed within ten (10) calendar days after receipt of such notice. **Failure to proceed within the ten (10) calendar day period may result in The Board of County Commissioners of Cecil County terminating the Contract Agreement.**

**PROSECUTION OF WORK**

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

**FAILURE TO COMPLETE WORK ON TIME**

Should the Contractor fail to complete fully and to all intents and purposes the work as specified in the proposal and contract on or before the completion time, the said Contractor shall pay to the County such sum as is specified in the paragraph entitled "LIQUIDATED DAMAGES".

**CECIL COUNTY, MARYLAND  
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**LIQUIDATED DAMAGES**

It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are Essential Conditions of the Contract; and, it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part, consideration for the awarding of this Contract, to pay to the County the damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is agreed to be the amount of damages which the County would sustain and said amount be retained from time to time by the County from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County; provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

(b) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another Contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; and

(c) To any delays of subcontractors or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided further, that the Contractor shall, within three (3) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the Contract, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

Provided further, that the amount of liquidated damages shall be **\$500.00** per work day.

**CERTIFIED CHECK OR BID BOND**

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

(b) The certified check and/or bid bonds of all except the two (2) lowest bidders shall be returned after the Contract is awarded; and, the checks of the two (2) lowest bidders shall be returned after the proper execution of the Contract Documents with the low bidder.

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

**CONTRACT PAYMENT AND CONTRACT PERFORMANCE BOND**

The Contract Payment and Contract Performance Bond are each to be in an amount equal to one hundred percent of the Contract amount. If the total **PRICE BID** is less than \$25,000.00, the Contract Payment and Performance Bonds will not be required.

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

**INSTRUCTIONS TO BIDDERS**

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

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

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

**RESPONSIBILITY FOR COMPLETE PROJECT**

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

**METHOD OF PAYMENT**

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

All invoices shall be submitted to: Cecil County Dept. of Parks and Recreation  
200 Chesapeake Blvd.  
Elkton, MD 21921

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

- (a) The Contractor shall take out and maintain during the life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the Contract.
- (b) In case any portion of the project is sublet, the Contractor shall require all of the sub-contractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work in the project under the Contract.
- (c) The Contractor and the sub-contractor shall not begin work until the Contractor has first filed with the County satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming the Cecil County Government as an additional insured).

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**BODILY INJURY, LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of the Contract, Bodily Injury Liability and Property Damage Liability Insurance to protect him and any sub-contractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall not be less than amounts shown in the following chart:

- General Liability:	\$2,000,000	Annual Aggregate
	\$1,000,000	Each Occurrence
	\$1,000,000	Products and Completed Operations
	\$1,000,000	Personal Injury and Advertising
- Automobile Liability:	\$1,000,000	Combined Single Limit
- Worker's Compensation:		-- Statutory
- Excess	\$1,000,000	Each Occurrence
- Professional Liability:	\$1,000,000	(AS REQUIRED)

All contractors performing services for the Cecil County Government are required to provide notification of Certificate of Insurance cancellation 30 – 60 days prior to cancellation. The Contractor shall provide a "Certificate of Insurance" naming the Cecil County Government as an "Additional Insured" and showing the levels of Worker's Compensation and all Liability Coverage.

**DAMAGES**

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

**TEMPORARY SUSPENSION OF THE WORK**

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

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**ANNULMENT OF CONTRACT**

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

**EXTRA WORK**

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

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

**EXTRA WORK AS A PART OF CONTRACT**

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

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**FORCE ACCOUNT WORK**

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

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

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

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

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

Should the Contractor refuse or fail to prosecute the work as directed or to submit his claim as required, then the County may withhold payment of all current estimates until the Contractor's refusal or failure is eliminated, or after giving the Contractor due notice, the County may make payment for said work on the basis of a reasonable estimate of the value of the work performed.

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

**CLAIMS**

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

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

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

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**DISPUTES**

If the Contractor disagrees with the County's final decision on a claim for an equitable adjustment in the Contract amount, time, or any other decision of the Engineer specified subject to the "Disputes" process, the Contractor's sole recourse shall be to file suit within thirty (30) days after the date of issuance of the decision. In the event the County fails to issue a timely decision on a claim, the Contractor's suit must be filed within thirty (30) days after the date the claim is deemed as having been denied under "Claims". If the Contractor does not file suit within the thirty (30) day period, the Contractor shall be deemed to have waived the right to file suit and the County's final decision shall be binding and conclusive on the Contractor. In the event of a disagreement/dispute, the County will not entertain repetitive arguments or claims.

The County and Contractor agree that all suits arising out of disputes under the Contract shall be filed exclusively in either the District Court for the Third Judicial Circuit of Maryland, or the Circuit Court for Cecil County.

**EXAMINATION OF SITE AND DATA**

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

**APPROXIMATE QUANTITIES**

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

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

**ALTERATIONS**

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

**PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of this Contract or in exercising any power of authority granted to him thereby, there shall be no personal liability upon the County or his authorized agent being understood that in such matters he acts as the agent or representative of the County.

**SUBLETTING OF CONTRACT**

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

**TIME OF COMPLETION DATE**

- (a) The completion time for this Contract shall be as proposed on the bidder's Proposal Form and shall begin on the actual start date of the Project as per "Notice to Proceed".

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(b) If the work is delayed through no fault of the Contractor, the time of completion shall be extended as determined by the County.

(c) Should work not be completed within the agreed proposed/contracted time, the Contractor shall be assessed **\$500.00 per work day** Liquidated Damage Cost for each day thereafter until project is completed and accepted by the Owner.

(d) The time frame applies to the estimated quantity of services under this bid. Should the number of services increase by more than ten percent (10%), the time frame will be increased proportionately.

**SITE CLEAN UP AND RESTORATION**

(a) The Contractor shall keep all trash, garbage, spent material containers, etc. picked up on a daily basis.

(b) The Contractor shall restore the site to a condition equal to that in which it was found.

(c) Should daily site cleaning and final restoration not be performed, the Owner shall have such done with the costs of same being charged to the Contractor.

**WARRANTY**

The contractor shall warrant all work for one (1) year or the standard warranty of the manufacturer, whichever is longer. Failure to correct warranty issues promptly and to the satisfaction of the Department on this or other contracts may result in finding the Contractor non-responsive for future contracts/bids. All required Bonds shall remain active to cover the agreed warranty period.

**SANITARY FACILITIES**

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

**RIGHT TO TERMINATE**

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

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**SPECIAL PROVISIONS**

**GENERAL:**

1. All work must be completed according to applicable local, state and federal laws, guidelines, regulations, specifications, etc. to include the following:

-Cecil County Department of Public Works (CCDPW) Code and Standard Specifications, including all revisions and attachments to the Contract.

- Maryland Department of Transportation, State Highway Administration, **Standard Specifications for Construction and Materials, dated July 2008, including all revisions.** All references to "State of Maryland", "State", "S.H.A.", and "Administration" in the Maryland State Highway Specifications and this Invitation for Bids shall mean Cecil County Government. All references to "Engineer" in the Maryland State Highway Specifications and this Invitation for Bids shall mean the Cecil County Engineer or his authorized representative.

- Standard MD Details referred to on the Plans shall be those of the current State Highway Administration Book of Standards for Highway and Incidental Structure.0

2. All bid packages will include proof of certification or license to perform the prescribed type of project within the State of Maryland (if applicable).

3. These Special Provisions are a part of the contract. In cases of any conflict with the General Provisions, the Special Provisions shall govern.

4. The Bid Opening will be held at **1:30 p.m. on February 4, 2010** in the Perryville Room, County Administrative Building, 200 Chesapeake Blvd., Elkton, Maryland.

**SCOPE OF WORK:**

A. Project Location:

- Farm field located at 211 Brick Meeting House Road, North East, MD 21901 (specific area to be staked and identified by the Department of Parks and Recreation, Attachments #1 & #2).

B. Project Description:

The project generally consists of delivery and installation of specified sod at the pre-determined location using the following guidelines/specifications:

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1. Sod shall be grown on a soil that is compatible with the root zone mixture to be used on the playing field.
2. Sod shall be a turf-type tall fescue/bluegrass blend.
3. Sod shall be 12 – 15 months old at the time of harvest and machine stripped to a uniform thickness of  $\frac{3}{4}$ " soil below the thatch layer:
  - a. Thickness shall not vary more than  $\frac{1}{4}$ " from any place on the roll.
  - b. Thin sod areas shall be cut out and acceptably patched.
  - c. Not more than 24 hours shall pass from harvest to installation.
  - d. Sod shall be free of objectionable grasses and broad leafed weeds.
4. Rolled sod shall be big roll cut in approximate widths of greater than or equal to 30 inches and minimum lengths of 50 feet.
5. Sod must be installed between the second week of February and the first week of March 2010.
6. Field must be prepped prior to installation with an A.T.I. Pre-Seeder which shall scarify, roll and aerate in one application.
7. Sod must be post installation rolled within ten (10) days of installation.
8. The area to be sodded will be staked and identified for the contractor and shall be centered within the existing field, (attachments #1 & #2).

**SAFETY:**

Before commencement of any work on this project, the Contractor shall submit and obtain the County's approval of an established **Company Safety Program**. Work performed shall be consistent with the following guidelines and references and in compliance with all applicable local, state and federal regulations and standards including, but not limited to, those listed below. In the case that these requirements are conflicting, the one which offers the greatest protection shall be followed.

- A. Occupational Safety and Health Administration (OSHA) Construction Industry Standards, 29 CFR1926, and General Industry Standards, 29 CFR 1910.
- B. National Fire Protection Association (NFPA), 327.

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At a minimum, all workers employed by the contractor or any sub-contractors shall wear and/or use the following (or meet all safety requirements):

- Standard work clothes (long pants, shirts with sleeves)
- Hard Hat
- High visibility safety shirt, vest, or jacket
- Steel toe work boots
- Leather work gloves (as work tasks dictate)
- Safety glasses with affixed side shields (as work tasks dictate)
- Hearing protection (as work tasks dictate)

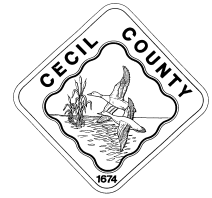
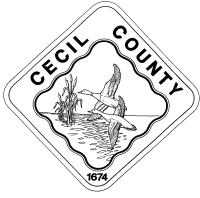
Hazards associated with the work shall be evaluated by the contractor and appropriate measures taken to ensure the safety of contractor employees, County personnel and the public.

**TRAFFIC CONTROL:**

Contractor shall provide all necessary traffic control devices and personnel to protect construction personnel and traveling public to the satisfaction of the Department of Public Works and in accordance with MOSH/OSHA Standards and the Manual of Uniform Traffic Control Devices, 2003 Edition and all revisions.

**CECIL COUNTY, MARYLAND  
BID NO. 10-42**

Cecil County Government  
200 Chesapeake Boulevard  
Elkton, MD 21921



**Indemnity/Hold Harmless Agreement**

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County Government, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County Government, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to **Bid No. 10-42; Sod Installation**, except that the Organization shall not be responsible to Cecil County Government on indemnity for damages caused by or resulting from Cecil County Government's sole negligence; and the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

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

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

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

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

Return this letter with Bid Package

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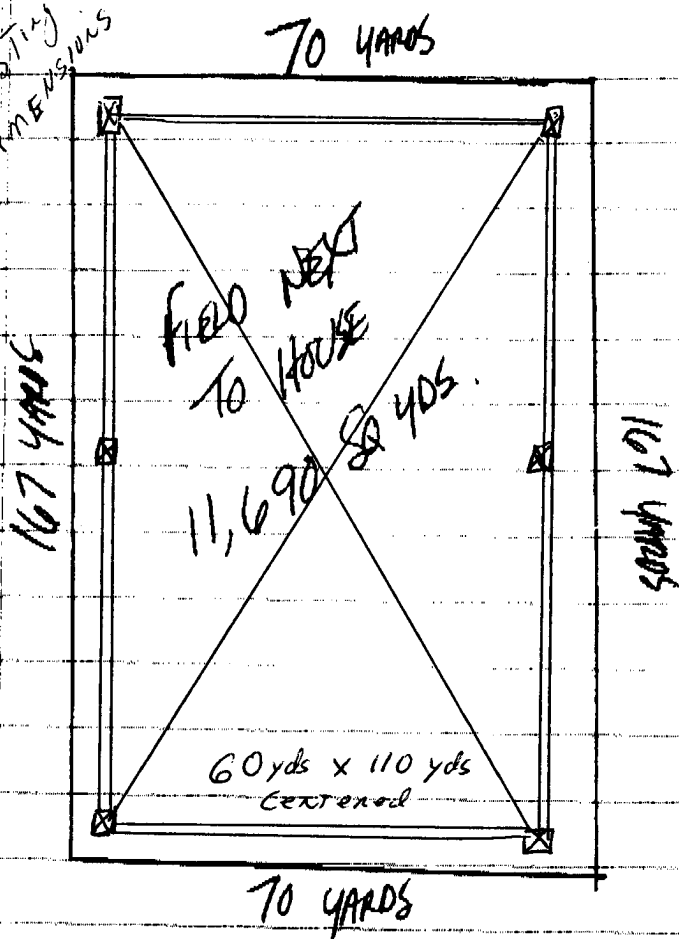
**CONTRACTOR BID CHECKLIST**

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

- 1) Completion of Certification of Bidder's Qualifications (CBQ-1) and attached applicable **copies of required license**.
- 2) Completion of pages EEC-1 thru EEC-4.
- 3) Bidder's name and signature page BSI-1.
- 4) Completion of pages P-1 thru P-3.
- 5) Bidder's Certification Page BC-1.
- 6) Bid bonds, Payment bonds, and Performance bonds, if applicable.
- 7) Bid package labeled properly for identification.
- 8) Indemnity/Hold Harmless Agreement must be signed and provided at bid opening.
- 9) Evidence of applicability as "Local Bidder", if applicable.
- 10) Bidder's Design/Build specification drawings/engineered drawings, if applicable.
- 11) WBE/MBE documentation and certifications, when applicable.



"EXISTING"  
DIMENSIONS



MEASUREMENTS FOR  
2 FIELDS AT McMILLAN  
PROPERTY

