

St. Mary's Soil Conservation District

26737 RADIO STATION WAY, SUITE B


LEONARDTOWN, MD 20650

PHONE 301-475-8402 EXT. 3 ■ FAX 301-475-8391

WWW.STMARYSSCD.COM

MEMORANDUM

TO: Boardwalk/pier Contractors

FROM:  Bruce Young, District Manager

DATE: December 16, 2021

RE: Invitation to Bid – North County Farmers Market Boardwalk Project

Attached for your review are the contract provisions, St. Mary's County Special Contract Requirements, Special Form of Proposal and construction plans for the North County Farmers Market Boardwalk Project, New Market, Maryland. The project includes, but is not limited to; clearing vegetation by cutting at ground level all woody vegetation and trees within the limits of work, removal of cut woody vegetation to an approved disposal area, installing approximately 350 linear feet of boardwalk with 4" X 4" curbing, installing a 20' X 20' viewing platform with railing around 3 sides, installation of two bollards to prevent vehicle access and other associated operations as outlined in the contract documents and on the contraction plans. Bid bonds, as well as Performance and Payment Bonds, are part of the project requirements.

In order to submit a bid for this project all bidders are required to attend the mandatory pre-bid meeting at the North County Farmers Market, 29133 Thompson Corner Rd. New Market, Maryland on January 04, 2022, at 10:00 am EST. Please meet in the parking lot past the seasonal building. Bids on the Special Form of Proposal must be received (mailed or hand delivered) by 10:00 am on January 18, 2022. Please submit a sealed envelope with "North County Farmers Market Bid Documents" clearly visible. St. Mary's Soil Conservation District reserves the right to accept or reject any and/or all proposals in part or in their entirety.

Project Schedule:

- 1) Mandatory Pre-Bid meeting: Tuesday, January 04, 2022 at 10 am EST. Please meet in the parking lot past the seasonal market, 29133 Thompson Corner Rd. New Market, Maryland.
- 2) Bid Opening: Tuesday, January 18, 2021, 10:00 am EST, at the St. Mary's Soil Conservation District Office, 26737 Radio Station Way, Suite B, Leonardtown, Maryland 20650.

3) Construction Start Date: Monday, March 7 2022.

Holding the pre-construction meeting on this date will qualify as the start date.

The St. Mary's Soil Conservation District will be inspecting the project as it is constructed. Materials must meet the specifications as provided on the construction drawings. Prior to the construction start date, the selected contractor must provide an original signed copy of the contract document provided by St. Mary's SCD and a Certificate of Insurance naming St. Mary's County, St. Mary's Soil Conservation District and Southern Maryland RC&D as additionally named insured. Payments to the contractor will be made within 5 business days of receipt of funds from St. Mary's County and no pre-construction deposits will be made. A retention of 10% will be held until completion and approval of the project from St. Mary's County and all applicable regulatory agencies. The contractor is responsible to contact Miss Utility for a locate prior to the start of any work.

Please submit any questions in writing to St. Mary's Soil Conservation District 26737 Radio Station Way, Suite B Leonardtown, MD 20650. Questions need to be received prior to January 4, 2022 so that responses may be provided to all interested bidders at the pre-bid site showing.

SPECIAL FORM OF PROPOSAL
IFB No. 21-001

OWNER: Commissioners of St. Mary's County
c/o St. Mary's Soil Conservation District
26737 Radio Station Way, Suite B
Leonardtown, MD 20650

Gentlemen:

We hereby submit our proposal for the following:

Construction of a wooden boardwalk at the North County Farmers Market located at 29133 Thompson Corner Road, New Market, St. Mary's County, Maryland. Base bid is to include site clearing within the limits of work, disposal of woody debris, construction of a low profile wooden boardwalk with 4 X 4 curbing, a 20 X 20 observation platform with railing on three sides and two bollards.

Having carefully examined the site during the pre-bid site showing and the Specifications and Drawings for the subject construction:

Drawings Numbered 1 of 6 through 6 of 6 North County Farmers Market.

Addenda Numbered

Amendment to Invitation to Bid

and having received clarifications on all items of conflict or upon which doubt arose, the undersigned proposes to furnish all labor, materials, and equipment called for by the said documents for the entire work, in strict accordance with the Contract Documents, for the stipulated sum of:

Base Bid: North County Farmers Market

Dollars

WRITTEN
\$ _____
FIGURES

Sign for Identification

North County Farmers Market

The Base Bid is divided as follows:

BID ITEM #1: Clearing within the limits of work (Access, tree and brush removal and trimming and disposal of woody debris):

_____ Dollars
WRITTEN
\$ _____
FIGURES

BID ITEM#2: All materials and labor to construct the wooden boardwalk and platform as designed and shown on the attached drawings:

_____ Dollars
WRITTEN
\$ _____
FIGURES

BID ITEM #3: Fabrication and installation of two bollards:

_____ Dollars
WRITTEN
\$ _____
FIGURES

TOTAL: Must equal Base Bid amount on page 1:

_____ Dollars
WRITTEN
\$ _____
FIGURES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 LICENSURE / PROFESSIONAL QUALIFICATIONS

If a firm is practicing architecture in the State of Maryland and is not a sole proprietorship, then that firm must be licensed by the State of Maryland. Offerors shall provide information on licensure status. If any senior staff for firm/team have or had their license suspended to practice in the Maryland, then that should be noted in the offer. Out-of-state firms are allowed to team with or perform as subcontractors with firms licensed in State of Maryland.

The Consultant's Principal, Project Manager or on-site staff must be or include a licensed Professional Engineer to practice civil engineering in the State of Maryland and a Professional Land Surveyor/Property Line Surveyor to practice surveying in the State of Maryland. The Contractor must furnish to the St. Mary's County Government, within fifteen (15) days from the date of Notice-of-Intent-to-Award and prior to the execution of the Contract by the St. Mary's County Government, the staff member names, license numbers, expiration date of licenses and type of licenses held.

H-2 INSURANCE REQUIREMENTS

The Contractor shall be required to maintain, in force, insurance as described below and approved by the St. Mary's County Government for the duration of the Contract. Insurance coverage shall be a Contract specific or occurrence based policy. The Contractor's Insurance Coverage shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable.** Proof of acceptable insurance shall be required prior to Contract award, and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **Commissioners of St. Mary's County, in the State of Maryland, shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify, defend and hold harmless the Commissioners of St. Mary's County, for any and all liability, claims, expenses, lawsuits, etc., arising from this Contract.

Insurance policies must be acceptable to the Contracting Officer, and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the State of Maryland.

A. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE

At a minimum, the Contractor shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the State of Maryland, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.

B. AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of no less than

\$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the State of Maryland whether vehicle is registered in Maryland or not.

C. COMMERCIAL GENERAL LIABILITY REQUIREMENTS

The Contractor shall purchase and maintain during the life of this Contract the following Commercial General Liability insurance coverage to include all Subcontractors with limits no less than:

- A. \$2,000,000.00 Annual Aggregate
- B. \$1,000,000.00 Per Occurrence
- C. \$1,000,000.00 Products and Completed Operations
- D. \$1,000,000.00 Personal and Advertising Injury

D. PROFESSIONAL LIABILITY

The Contractor shall purchase and maintain Professional Liability insurance in the maximum amount shown in Section D for Commercial General Liability requirements. Professional Liability policy shall be maintained in force for a minimum of (3) three years following completion of the Contract.

E. UMBRELLA LIABILITY COVERAGE

\$2,000,000.00 Per Occurrence

F. SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall also require all first-tier Subcontractors who will perform work under this Contract to procure and maintain Maryland statutory limits of Workers' Compensation insurance. The Contractor shall furnish the Contracting Officer's Representative satisfactory evidence of Subcontractors' Insurance PRIOR to the Subcontractor starting work.

H-3 CERTIFIED COPIES

Certified copies of all insurance policies or certification of such insurance shall be delivered to the Contracting Officer within fifteen (15) calendar days after the Notice-of-Intent to Award letter has been received. All such insurance policies shall be kept in full force and effect by the Contractor during the course of the Contract including any exercised option years.