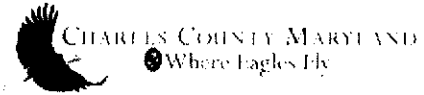


CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services
WILLIAM T. SMITH, Chief of Purchasing



NOTICE TO BIDDERS

BID NO. 09-56

The County Commissioners of Charles County are hereby requesting sealed bids from qualified Contractors to construct a 5,044 sq. ft. addition to the Richard Clark Senior Center located in LaPlata, Maryland. This addition consists of one-story structure placed on a concrete footing with masonry exterior wall and brick veneer. Partial funding for this project is provided from the Maryland State Department of Aging; therefore this project will be subjected to the state prevailing wage rates.

Bid documents may be obtained at the Purchasing Office, Room B-130, Charles County Government Building, La Plata, Maryland, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday at a cost of **\$100.00 per set, non refundable**. Only checks will be accepted. Documents will be sent overnight (UPS or FedEx) with requestors account or for a fee of \$50.00.

All bids should be submitted to the attention of the Purchasing Agent, Room B-130, Charles County Government Building, P.O. Box 2150, 200 Baltimore Street, LaPlata, MD 20646. Bids shall be sealed in an envelope marked "**Bid No. 09-56, CLARK SENIOR CENTER ADDITION - DO NOT OPEN**". Sealed bids will be accepted until **3:00 p.m. on September 18, 2009**. Immediately after 3:00 p.m. all bids will be publicly opened and read aloud. Bid shall be valid for a period of not less than one hundred twenty (120) days. A 5% Bid Bond is required and shall be submitted with the bid. The successful bidder shall be required to obtain and submit payment and performance bonds each in the amount of 100% of the contract price.

A pre-bid meeting will be conducted at **10:00 A.M. on July 31, 2009**. The location of the meeting is the Charles County Government Building, 200 Baltimore Street, LaPlata, Maryland. Attendance is not mandatory; however, all interested parties are encouraged to attend.

Inquiries concerning proposal documents and schedules should be directed to the Purchasing Office, telephone 301-645-0656 or 301-870-2786 (D.C.). Inquiries of a technical nature should be directed to Mr. Ron Litten of R.L. Litten & Associates, fax (301) 934-1471 or e-mail rlitten.architect@verizon.net at least **14 calendar days** prior to the bid submission deadline.

The County Commissioners reserve the right to reject any or all proposals and to waive any informality in the proposal received when such waiver is in the best interest of Charles County.

Small, local and Minority Business Enterprises are encouraged to respond to this solicitation.

William T. Smith
Chief of Purchasing

Publish one (1) timeissue of **July 17, 2009**

INSTRUCTIONS TO BIDDERS**1. PREPARATION OF BID:**

Bid proposals shall be submitted on "Proposal Form", attached hereto. All blank spaces of the form shall be fully completed. Proposed fees include all work as stipulated in the Special Provisions, and Scope of Services.

2. PERFORMANCE DATA:

Bidders shall be required to complete and submit the Bidder's Experience Form, included herewith.

3. SUBMISSION OF BID PROPOSALS:

All bids must be received on or before the time and date specified herein. Any bids received after specified time will NOT be considered. It is requested that two (2) copies of the "Proposal Form", "Addendum Acknowledgment Form", "Intended Sub-Contractors Form", "Bid Bond", "Non-Collusion Affidavit Form" be submitted to:

William T. Smith,
Chief of Purchasing
Charles County Government Building
200 Baltimore Street (Courier)
P.O. Box 2150 (U.S. Mail)
La Plata, Maryland 20646

Bid proposals shall be valid for a period of not less than One Hundred-Twenty (120) days.

4. AWARD OF CONTRACT:

Award will be to the lowest responsive, responsible bidder, provided it is in the County's best interest to do so. The contract entered into with the successful bidder shall meet all standard provisions required by the County and by the involved government agencies.

5. BID BOND

A Bid Bond, certified check, or bank Cashier's/Treasurer's Check in the amount of five percent (5%) of the bid shall accompany the bid or will not be considered. Bid Bonds shall have the accompanying Power of Attorney.

6. PERFORMANCE AND PAYMENT BONDS:

A Performance Bond and Labor & Material Payment Bond in the amount of 100% of the contract price will be required for this project and contract, from sureties licensed to do business in the State of Maryland and satisfactory to the County.

7. ADDITIONAL INFORMATION:

Inquiries concerning bidding information or bid documents should be directed to the Purchasing Office, Charles County, Maryland telephone (301) 645-0656 or fax (301) 645-0543.

If there are questions of a technical nature, please direct written inquiries (via e-mail & fax) to:

Mr. Ron Litten
R. L. Litten & Associates, Architects
Fax: (301) 934-1471
E-mail: rlitten.architect@verizon.net

All questions must be received **fourteen (14) calendar days** prior to the deadline for submission of bids. A response to the inquiries will be provided within a minimum of seven (7) calendar days prior to the submission deadline.

8. SIGNATURES:

The Proposal Form must be signed by an officer authorized to make a binding commitment for the Bid.

9. REJECTION OF BIDS:

The County reserves the right to reject any or all bids.

10. INCURRING COSTS:

The County is not liable for any costs incurred by the Bidder prior to issuance of contract.

11. NEWS RELEASE:

No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

12. ADDENDA AND SUPPLEMENTS TO THE ITB

In the event that it becomes necessary to revise any part of this Bid, or if additional information is necessary to enable the Bidder to make an adequate interpretation of the provisions of this Bid Request, a supplement to the Bid Request will be provided to the Bidder. The Bidder shall acknowledge in the bid, the receipt of all addenda, supplements, amendments, or changes to the Bid Request that were issued by the County.

13. PUBLIC INFORMATION ACT NOTICE:

Bidders should give specific attention to the identification of those portions of their bids which they deem to be confidential, proprietary information, and provide justifications of why such material should not be disclosed by the County upon request under the Maryland Public Information Act.

14. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

Bidders are advised that the Charles County Local Government has established a Minority Business Enterprise (MBE) Program which applies to all formal solicitations. This is a goal oriented program with a minimum 15% MBE participation goal for each project.

The County recognizes, as Minorities, the following groups as defined in the Maryland State Highway Association's MBE program and include: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland State Highway Administration, Federal 8-A registration or the Charles County Local Government. Information concerning the Charles County MBE Certification Process may be obtained by contacting the Charles County Purchasing Office, phone (301) 645-0656.

The bidding documents included herein contain a form entitled "Minority Business Enterprise Utilization Affidavit". This document indicates the MBE certification status of the bidder, as well as, the

level of MBE participation of any sub-contractor or suppliers. Bidders are requested to complete the form and submit it with their bid.

15. INDEMNIFICATION CLAUSE

The contractor shall protect, hold free and harmless, defend and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, its officers, agents and employees.

16. INSURANCE

The Contractor shall provide, at his expense, comprehensive automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units:

Bodily Injury: \$1,000,000 per person
\$2,000,000 per occurrence

Property Damage: \$500,000 per occurrence

Contractor shall also obtain and pay premium for the following:

Workmen's Compensation in compliance with Maryland Statutory Limit

Comprehensive General Liability in an amount not less than \$2,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.

Builder's Risk Insurance: The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the jurisdiction in which the project is located, property insurance written on a builders' risk "all risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as Name of Insured on such builder's risk policy.

This insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect's and Contractor's services and expenses required as a result of such insured loss.

If property insurance requires deductibles, the Contractor shall pay cost not covered because of such deductibles.

17. PREVAILING WAGE RATES

All construction projects exceeding \$500,000 and financed by the County and/or State Grant funds are subject to the prevailing wage rate as outlined in Appendix 4.

18. TESTING AND INSPECTION

Unless otherwise stated in the scope of work, drawings, or specifications, the Contractor shall be responsible for securing all required testing and inspections as well as all associated costs.

For bidding purposes, all bidders shall assume that soils are suitable for construction of the addition. However, in the event unsuitable soils are detected, such conditions will be correct at the rates provided as Contingent Items on the Proposal Form.

19. UNBALANCED BIDS

Any bid containing unreasonable pricing for contingent items may be rejected as an unbalanced bid. The County will be the sole judge in this regard.

20. COMPLETION TIME

Time is of the essence in the completion of the work under this Contract. All work shall be fully completed within three hundred-sixty (360) consecutive calendar days of the commencement date specified in the Notice to Proceed.

21. LIQUIDATED DAMAGES

Should the Contractor fail to complete all the work of this Contract on or before the stipulated Completion Time, the Contractor shall be liable for the sum of \$500.00 per day, assessable as Liquidated Damages in accordance with the Articles of the General Provisions of the Contract entitled "Liquidated Damages" and "Termination for Default – Damages of Delay – Time Extension".

PROPOSAL FORM

Bidders shall complete this form in its entirety. Incomplete forms will not receive consideration.

Award will be to the overall lowest responsive and responsible bidder provided it is in the County's best interest to accept it.

Having carefully examined the bid documents, the undersigned hereby agrees to furnish all labor, material, equipment and services necessary to construct a 5,044 sq. ft. addition to the Richard Clark Senior Center located in LaPlata, Maryland as stipulated in these bid documents for the fees/pricing indicated below:

BASE BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE	
				DOLS.	CTS.
BASE BID					
1	CONSTRUCT ADDITION	L.S.	1		
ALLOWANCES					
A-1	SIGNAGE	L.S.	1	\$6,000	00
A-2	SECURITY SYSTEM	L.S.	1	\$5,000	00
A-3	IT ALLOWANCE	L.S.	1	\$6,000	00
A-4	PERMITS	L.S.	1	\$10,000	00

TOTAL: \$ _____

Contingent Unit Price Items, as authorized by the CONTRACTING OFFICER:

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE
CONTINGENT ITEMS			
B-1	S.Y.	UNSUITABLE MATERIAL EXCAVATION & REMOVAL	\$
B-2	S.Y.	SELECT FILL MATERIAL, PROVIDED AND PLACED	\$
B-3	S.Y.	TOPSOIL, PROVIDED AND PLACED	\$

Responding Firm: _____

Proposal Date: _____

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Contact Person: _____

The undersigned has caused this Proposal to be executed as of the day and year indicated above.

(Printed Name)

(Signature)

(Title)

CONTRACT

This CONTRACT made this _____ day of _____, in the year Two Thousand Nine, by and between _____ hereinafter called the CONTRACTOR and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY.

WHEREAS, the CONTRACTOR will provide the necessary services for **BID NO. 09-56 CLARK SENIOR CENTER ADDITION**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and rates respectively named therefore in the proposal, attached hereto;

Now, therefore, this CONTRACT witnesseth, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the sum of _____ .00 dollars (\$ _____ .00*) in accordance with each and every one of the above mentioned general provisions and special provisions at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and rates respectively named therefore in the proposal attached hereto and will well and faithfully comply with and perform each and every obligations imposed upon him by said general provisions and special provisions.

The CONTRACTOR hereby agrees to commence work under this CONTRACT on or before a date to be specified in a written "NOTICE TO PROCEED" from the COUNTY and to fully complete the project within **THREE HUNDRED SIXTY (360)** consecutive calendar days thereafter.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said general provisions and special

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provisions, the above mentioned sum and it will well and faithfully comply with and perform each and every obligation imposed upon it by said general provisions and special provisions or the terms of said award.

In witness whereof, said _____ and the COUNTY have caused these presents to be executed in the year and day first above mentioned.

** Contract amount includes contingent items which may or may not, be required.*

(Name of Firm)

BY: _____

County Commissioners of Charles County,
Maryland

(Title)

(Date)

By: _____
Wayne Cooper, President

(Address)

(Date)

(City and Zip Code)

Approved as to Form:

(Witness)

(County Attorney)

(Date)

(Witness)

(Secretary)

(Date)

(SEAL)

NOTE: IF CONTRACTOR IS A CORPORATION, SECRETARY SHOULD ATTEST.