

**INVITATION FOR BID
NO: 1- 2016**

July 5, 2016

**GLENARDEN APARTMENTS DEMOLITION SITE
IMPLEMENTATION OF ROUGH GRADING, EROSION AND SEDIMENT
CONTROL PLAN**

Issued by the

REDEVELOPMENT AUTHORITY OF
PRINCE GEORGE'S COUNTY
9200 Basil Court, Suite 504
Largo, Maryland 20774

Project Engineer

BEN DYER ASSOCIATES, INC.
11721 Woodmore Road, Suite 200
Mitchellville, Maryland 20721



Redevelopment Authority
of Prince George's County

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Exhibits

- A: Rough Grading, Erosion Sediment Control Plan (Available from Project Engineer)
- B: Information for Bidders
- C: General Conditions
- D: Bid Submittal Template

Summary

The Redevelopment Authority of Prince George's County Maryland is soliciting bids from licensed and qualified contractors for implementation of an approved Rough Grading, Erosion and Sediment Control Plan (SC Plan) for the Glenarden Apartments site located at 8405 Hamlin Street Lanham, MD 20706.

INVITATION FOR BID ISSUE DATE: July 5, 2016

MANDATORY PRE- BID MEETING ON PROJECT SITE: July 20, 2016 at 10:00 a.m.

BID SUBMITTAL DEADLINE DUE: August 3, 2016 at 3:00 p.m.

CONSTRUCTION TIME LIMIT: 90 calendar days

PROJECT SCOPE: The work to be completed consists of rough grading and installation of erosion and sediment control devices in accordance with the design and specifications of the approved SC Plan for the property (Exhibit A available from Project Engineer). All applicable permits have been secured by the project engineer, Ben Dyer Associates. Work to be performed in accordance with all applicable Federal, State, County and City of Glenarden Codes, Regulations and Ordinances. Work to be inspected and approved by project engineer and the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE).

The SC Plan and specifications may be obtained from the project engineer for a non-refundable payment of \$125.00:

ATTN: Barry Caison
Ben Dyer Associates, Inc.
11721 Woodmore Road, Suite 200
Mitchellville, MD 20721
PHONE: (301) 430-2000 FAX: (301) 430-2001

When requesting drawings and specifications provide the following information about your company: Mailing address; street (UPS) address; telephone number; FAX number, and e-mail address.

Information for Bidders, General Conditions and Bid Submittal Template are provided as Exhibits B, C, and D.

BID SUBMITTAL REQUIREMENTS:

1. Bid must be submitted on the Bid Form template provided.
2. Bidder's Relevant Project Experience Questionnaire.
3. Bidder's Reference Form.
4. Copy of bidder's license and certifications

LOCATION FOR THE RECEIPT OF BIDS:

Redevelopment Authority of Prince George's County
9200 Basil Court, Suite 504
Largo, MD 20774
ATTN: Rosalyn B. Clemens.

Electronic bids will not be accepted. All bids must be clearly marked with the bid name/number on the exterior envelope (**Bid No. 1-2016: Glenarden Apartments, Implementation of Rough Grading, Erosion, and Sediment Control Plan**)

Bids will not be opened publically. The Redevelopment Authority will select the most responsive bid considering price, relevant project experience and references. This solicitation does not commit the Redevelopment Authority to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for services. The Redevelopment Authority reserves the right to reject any and all responses, to cancel this solicitation, and to make an award deemed in its own best interest. No bid may be withdrawn for a period of 120 days after the bid submittal date.

A performance and payment bond, each in the amount of 100% of the contract price will be required of the successful bidder. A 5% bid bond will be required.

In order to ensure a sincere and reasonable effort of the successful Bidder to accomplish the work in a timely fashion, delay damages due to inconveniences to the Redevelopment Authority for work not accomplished on time will be at the rate of \$500.00 per day. Delays due to bad weather or any other reason will be considered by the Redevelopment Authority at its discretion.

CHANGE ORDER
Glenarden Apartments

Change Order Number: _____
Date of Change Order: _____
Contract: _____
Date of Contract: _____

This Change Order modifies the terms and conditions of the Contract dated _____, by and between the _____, Maryland and _____.

The specific contract clause provisions being modified are: _____.

The specific modifications to those provisions are as follows: _____.

_____ (describe modifications in detail or attach detailed statement and make reference to attachment).

The price for the Work shall be modified as follows: _____.

The time for completion of the "Work" as identified in the Contract shall be modified as follows: _____.

_____ (State "no modification" if none is agreed upon).

This Change Order is effective only if executed by the Executive Director of the Redevelopment Authority of Prince George's County or its designated agent under the contract documents and the representative of the Contractor. This Change Order shall be effective and binding upon the parties as of the date set forth above.

This Change Order modifies the contract between the parties only to the extent explicitly described herein and no other provisions of the Contract are modified unless they contradict the explicit terms of this Change Order, in which cases the terms of this Change Order shall control.

IN WITNESS WHEREOF, the parties to the Contract described herein agree to this Change Order as of the date first hereinabove writing, intending to be bound as evidenced by their hand and seals below.

CHANGE ORDER SIGNATURE PAGE

REDEVELOPMENT AUTHORITY OF
PRINCE GEORGE'S COUNTY
EXECUTIVE DIRECTOR

_____(SEAL)

By: Howard Ways
Title: Executive Director

Contractor: _____

By: _____ (SEAL)

Agreement Form

REDEVELOPMENT AUTHORITY OF PRINCE GEORGE'S COUNTY, MARYLAND

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Redevelopment Authority of Prince George's County, Maryland (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Contractor") with is principal place of business at _____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Contractor hereby agree as follows:

1. Services Provided The Contractor shall provide the following services for the Owner: _____ ("the Services"). The Services shall be provided as detailed in the Contract Documents, as defined in Section 1.8 of the General Conditions, which are all incorporated herein by reference.

2. Term: The Contractor agrees to accept the Owner's schedule and budget. Contractor agrees to accept to perform the work by 90 days from date of Notice to Proceed. Contractor further acknowledges that the owner retains the right to reduce the scope of the Services for which the Owner contracts herein in order to accomplish the project within the Owner's established budget and schedule. It is understood by the parties hereto that time is of the essence in the completion of this Contract and that the cost of delay to the Owner is not readily quantifiable with precision by capable of reasonable estimation; therefore, the Contractor agrees to pay liquidated damages in the amount of \$500 for each consecutive calendar day during which the Services remain uncompleted after the required date of completion. The parties agree that said liquidated damages represent a reasonable estimation of the Owner's actual damages and are not a penalty. These liquidated damages constitute compensation for the delay only and are exclusive of any and all other damages that the Owner may suffer due to a breach other than delay, which shall remain separately recoverable by the Owner.

3. Fees: The Owner hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the sum of _____ (\$ _____) payable as set forth in the General Conditions.

4. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The Owner shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the Owner and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expense whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the Owner for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

6. Insurance: The Contractor covenants to maintain all applicable insurance in such amounts and form as are set forth in the General Conditions. The Contractor further agrees to provide evidence of such insurance within ten (10) days from notice of award.

7. Doing Business in Maryland: The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps, & Assocs. Article, to do business in Maryland and 92) is in good standing with SDAT.

8. Bonds: Performance bond in the amount of 100% of contract amount and payment bond in the amount of 100% of contract amount are required. A 5% bid bond is required.

9. Compliance with Laws: The Contractor shall, without any additional expense to the Owner, be responsible for complying with any and all applicable laws, codes and regulations in connection with the Services provided by the Contractor, including but not limited to obtaining any licenses required by the contractor to perform the services herein contracted for.

10. Indemnification: The Contractor shall be responsible for and indemnify, defend and hold the Owner harmless against any and all judgment, demands, or other claims for loss, personal injury and/or property damage that may be suffered as a result of the negligence or willful misconduct of the Contractor or its agents or subcontractors in the performance of the Services for or for any failure of the materials supplied under this Contract or for any failure by the Contractor to comply with any applicable law or to perform the obligations of this Agreement, including but not limited to, attorney's fees and any cost incurred by the Owner in defending any such claim.

11. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Owner and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the Owner.

12. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the Owner, and further recognizes that in such event monetary damages will be inadequate to fully protect the Owner. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the Owner's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Owner's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the Owner post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the Owner from pursuing any other remedies available to the Owner at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

13. Owner's Right to Terminate: The Services may be terminated immediately by the Owner upon written notice in whole or in part, when the Owner, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the Town Council in the annual budget for the purpose set forth herein. The Contractor is advised that the Owner does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Town Engineer that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the Owner shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

14. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

15. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Calvert County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

16. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the Town Charter and Code of Chesapeake Beach dealing with conflicts of interest and the prohibition of the solicitation or acceptance gifts.

17. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the Owner at any time during the term hereof, or after the termination of the relationship created hereunder, the Owner shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

18. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in _____ counterparts, each of which shall constitute an original (even without additional copies of the Contract Documents being attached to each counterpart), on the day and year first above written, by affixing their signatures and executing this contract under seal, intending by their act to create a specialty.

ATTEST:

ATTEST:

name)

OWNER:

Redevelopment Authority of
Prince George's County

By: Howard Way, Executive Director

CONTRACTOR:

By: _____

Title: _____

NOTICE TO PROCEED

Dated

TO:

ADDRESS:

PROJECT:

CONTRACT FOR:

You are notified that the Contract Times under the above contract will commence to run _____, 2016. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date established for full completion is ____ calendar days (_____, 2016), from the commencement date.

The RDA is in receipt of your certificates of insurance as required by Paragraph 24.1 of the General Conditions. Also, attached is the signed Contract for your use.

Owner

By: _____

(Authorized Signature)

(Title)

Accepted By: _____

(Contractor)

(Authorized Signature)

(Title)

(Date) _____

Anti-Bribery Affidavit

I, _____ (name of person making affidavit), a duly appointed representative of _____ (name of entity making the bid) (hereinafter the "Bidder"), make this Anti-Bribery Affidavit (hereinafter this "Affidavit") this _____ day of _____, 20____, and state:

1. I am over 18 years of age and am competent to testify as to the matters set forth in this Affidavit.
2. I am a duly authorized representative of the Bidder, with the authority to make this affidavit on behalf of the Bidder.
3. To the best of the Bidder's knowledge, neither it or any of its officers, directors, partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
 - b. been convicted under a State or federal law or statute of any offense enumerated in Section 16-203 of the State and Financial Procurement Article of the Annotated Code of Maryland; or
 - c. been found civilly liable under a State or federal antitrust statute as provided in Section 16-203 of the State and Financial Procurement Article of the Annotated Code of Maryland.
4. The Bidder hereby affirms that it/he/she/they shall not knowingly enter into a contract with a public body under which a person or business debarred or suspended under the of the State and Financial Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property or construction. This includes any subcontractors to be employed by the Bidder.
5. I recognize that this affidavit will be submitted by the Bidder to a public body, in an attempt to secure a contract from a public body.

I solemnly affirm under the penalties of perjury that the contents of the foregoing Affidavit are true to the best of my knowledge, information and belief.

Affiant:

_____ (SEAL)

Print Name _____

Print Position with Bidder: _____

Print Address: _____

Phone Number: _____

STATE OF MARYLAND:
COUNTY OF _____
TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the undersigned Notary Public of the State of Maryland, personally appeared _____, who acknowledged (himself/herself) to be the _____ of _____, a _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that (he/she) executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

BID PROPOSAL FORM

THIS BID IS SUBMITTED TO: Redevelopment Authority County
9200 Basil Court, Suite 504
Largo, Maryland 20774

BY: BIDDER’S NAME AND ADDRESS:

Telephone: _____

Email: _____

Date: _____

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for one hundred and twenty days after the Bid opening.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

BID PROPOSAL

- B. BIDDER has visited each Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER has carefully studied all: (1) reports of explorations and available tests of subsurface conditions at or contiguous to each Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to each Site (except Underground Facilities) which have been provided in the Bid Documents.
- E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to each Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.
- F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. BIDDER is aware of the general nature of Work to be performed by OWNER and others at each Site, if any that relates to the Work as indicated in the Bidding Documents.
- H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to each Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

- A. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

5.01 Submit Bid on Exhibit D – Bid Submittal Form (Template) - MANDATORY

6.01 Signature of BIDDER and other appropriate information, if BIDDER is:

An Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's Name)

Date: _____

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attached evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____ (CORPORATE
SEAL)

(Signature of Corporate Secretary)

Business Address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of joint venturer partner – attach evidence of authority to sign)

Names (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____
(SEAL)

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone & FAX No., and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

RELEVANT PROJECT EXPERIENCE

Bidder	Project Name and Location	Project Cost	Start/End Dates	Percent completed as of June 2016	Scope of Work (Note 3)

Notes:

1. Include a maximum of 5 projects.
2. Only list projects completed by bidder during the last 5 years.
3. Provide a brief description of project scope of work and explain why the experience gained is relevant.

