



## REQUEST FOR PROPOSAL COMPREHENSIVE ROAD WORK

**Bid Due Date: Tuesday, 24 May 2022**

**PURPOSE:** This Request for Proposal (RFP) seeks sealed bids from responsible bidders to repave the following sections of road (see Map) in the Town of Washington Grove ("Town"), as specified in the project description, scope of work, and all other contract documents (the "Contract Documents").

- A. **Acorn Lane: McCauley Avenue to Wade Park.** (approx. 170 ft.)
- B. **Acorn Lane: Chestnut Road to Wade Park.** (approx. 340 ft.)
- C. **Chestnut Road: McCauley Street to Acorn Lane.** (approx. 530 ft.) Beginning at McCauley Street and extending to ~50 ft. before the Acorn Way intersection.
- D. **Chestnut Road: Intersection with Acorn Lane.** (approx. 100 ft) To include ~25-50 ft before and after the intersection.
- E. **Grove Road: Woodward Park to Brown Street.** (approx. 280 ft.)
- F. **Dorsey Street: Grove Road to 6<sup>th</sup> Avenue.** (approx. 100 ft.)
- G. **Center Street: Ridge Road to Maple Road.** (approx. 450 ft.)
- H. **Center Street: Maple Road to Maple Avenue.** (approx. 160 ft.)
- I. **Chestnut Road: Railroad to Brown Street.** (approx. 75 ft.) Beginning at Railroad Street and extending to Brown Street, including the Brown Street intersection.
- J. **Grove Road: Railroad to Brown Street.** (approx. 165 ft.) Beginning at Railroad Street and extending to Brown Street but excluding the Brown Street intersection.
- K. **Brown Street: Maple Road to Pine Road.** (approx. 340 ft.)
- L. **Brown Street: Pine Road to Grove Road.** (approx. 400 ft.)



RFP Road Repair, Milling, Resurfacing April 2022

**1. PROJECT DESCRIPTION:** The work consists of furnishing personnel and equipment to repave the aforementioned sections of road, as well as all peripheral work involved in appropriate repair to the roadway infrastructure.

**2. SCOPE OF WORK:** The work is divided into twelve (12) areas as follows. All work shall be completed in a first-class workmanlike manner and shall conform to the best practice of the trade.:

**AREA A – Mill and overlay roadway – Acorn Lane: McCauley Avenue to Wade Park.**

Profile existing asphalt to 4" depth

Broom clean existing asphalt

Apply tack coat to milled surface

Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 170 ft.

Haul away all debris and arrange for proper disposal.

**AREA B – Mill and overlay roadway – Acorn Lane: Chestnut Road to Wade Park.**

Profile existing asphalt to 4" depth

Broom clean existing asphalt

Apply tack coat to milled surface

Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 340 ft.

Haul away all debris and arrange for proper disposal.

**AREA C – Mill and overlay roadway – Chestnut Road: McCauley Street to Acorn Lane.**

Profile existing asphalt to 4" depth

Broom clean existing asphalt

Apply tack coat to milled surface

Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 530 ft.

Haul away all debris and arrange for proper disposal.

**AREA D – Mill and overlay roadway – Chestnut Road: Intersection with Acorn Lane**

Profile existing asphalt to 4" depth

Broom clean existing asphalt

Apply tack coat to milled surface

Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 100 ft. (including 25 to 50 ft. before and after the intersection)  
Haul away all debris and arrange for proper disposal.

**AREA E – Mill and overlay roadway – Grove Road: Woodward Park to Brown Street.**

Profile existing asphalt to 4" depth  
Broom clean existing asphalt  
Apply tack coat to milled surface  
Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 280 ft.  
Haul away all debris and arrange for proper disposal.

**AREA F – Mill and overlay roadway – Dorsey Street: Grove Road to 6<sup>th</sup> Avenue.**

Profile existing asphalt to 4" depth  
Broom clean existing asphalt  
Apply tack coat to milled surface  
Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 100 ft.  
Haul away all debris and arrange for proper disposal.

**AREA G – Mill and overlay roadway – Center Street: Ridge Road to Maple Road.**

Profile existing asphalt to 4" depth  
Broom clean existing asphalt  
Apply tack coat to milled surface  
Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 450 ft.  
Haul away all debris and arrange for proper disposal.

**AREA H – Mill and overlay roadway – Center Street: Maple Road to Maple Avenue.**

Profile existing asphalt to 4" depth  
Broom clean existing asphalt  
Apply tack coat to milled surface  
Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 160 ft.  
Haul away all debris and arrange for proper disposal.

**AREA H – Tar and Chip roadway – Center Street: Maple Road to Maple Avenue.**

**AREA I – Mill and overlay roadway – Chestnut Road: Railroad to Brown Street.**

Profile existing asphalt to 4" depth

Broom clean existing asphalt

Apply tack coat to milled surface

Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 75 ft.

Haul away all debris and arrange for proper disposal.

**AREA J– Mill and overlay roadway – Grove Road: Railroad to Brown Street.**

Profile existing asphalt to 4" depth

Broom clean existing asphalt

Apply tack coat to milled surface

Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 165 ft.

Haul away all debris and arrange for proper disposal.

**AREA K – Mill and overlay roadway – Brown Street: Maple Road to Pine Road.**

Profile existing asphalt to 4" depth

Broom clean existing asphalt

Apply tack coat to milled surface

Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 340 ft.

Haul away all debris and arrange for proper disposal.

**AREA L – Mill and overlay roadway – Brown Street: Pine Road to Grove Road.**

Profile existing asphalt to 4" depth

Broom clean existing asphalt

Apply tack coat to milled surface

Furnish and install 4" surface asphalt compacted depth (9.5mm)

For all work:

Furnish and install finished asphalt approximately 10 ft. X 400 ft.

Haul away all debris and arrange for proper disposal.

**3. INITIAL INSPECTION:** Prospective bidders are encouraged to conduct an initial site inspection. The purpose of the inspection is for the bidder to view the intended areas of repair and construction, to better understand the scope and specifics of the project.

**4. REQUIREMENTS FOR BIDDING:** For a prospective bidder to qualify for the bidding process, the following requirements must be met:

- a) The fully completed, signed, and dated Bid Proposal, itemized for each Work Area; and
- b) The two (2) completed affidavits (See Section 5); and
- c) A list of at least three (3) references (names, addresses, phone numbers) from customers for whom similar work has been completed.

**5. MANDATORY SUBMITTAL: THE ATTACHED BID PROPOSAL FORM, REFERENCES LIST, AND AFFIDAVITS MUST BE COMPLETED AND RETURNED.** The Proposal Form must be enclosed in a sealed envelope marked “**Comprehensive Paving April 2022**” and submitted to Town Clerk Kathy Lehman, P.O. Box 216, Washington Grove, MD 20880, or hand delivered to the Town Office, 300 Grove Avenue, by 4:30 p.m., 24 May 2022. Contractor shall be familiar with the Town’s specifications.

The ‘Non-Collusion Affidavit’, and the ‘Affidavit With Respect To Non-Conviction, Non-Suspension And False Pretenses’ must be submitted along with the Bid Proposal Form (*See attached Affidavits*).

**6. BID OPENING AND EVALUATION:** Proposals will be opened and publicly read at a ZOOM Video Conferencing Town Council Meeting on Wednesday, 25 May 2022 at 7:30 p.m. Proposals will be evaluated using the following criteria: cost for services, quality of previous work, and references.

Contract will be awarded by the Council to the lowest responsive and responsible bidder and may include a subset of the Areas comprising the Scope of Work. The Town reserves the right to reject any and all proposals and to waive formalities as may promote the best interests of the Town. Upon award, the successful bidder is required to sign a contract in substantially the form included in this RFP within ten calendar days of the award.

**7. DATES OF WORK:** Work shall commence within five (5) calendar days of notice to proceed, or as agreed with the Town. All work shall be performed pursuant to a work schedule submitted by the Contractor and approved by the Town.

**10. INSURANCE:** Within ten (10) calendar days of the execution of this Contract and prior to commencement of work, Contractor must obtain at Contractor’s own cost and expense and keep in force and effect during the entire term of engagement until termination of this Contract the following insurance: comprehensive general liability insurance, workers’ compensation insurance, and automobile liability insurance with limits of not less than those set forth below.

**A. Comprehensive General Liability Insurance:**

Combined single liability limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**B. Automobile Liability Coverage:**

Combined single liability limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**C. Workers’ Compensation:**

Bidder shall comply with the requirements of the State of Maryland for the provision of workers' compensation insurance. By submission of a proposal, bidder hereby certifies that they are in compliance with applicable requirements.

All insurance shall include completed operations and contractual liability coverage. On each policy, apart from the workers compensation, the Town of Washington Grove shall be named as an additional insured with an additional insured endorsement.

Provision of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the engagement agreement, or for which bidder may be liable by law or otherwise.

Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal governments as provided by law. By submission of a proposal, bidder hereby certifies that they are in compliance with all applicable requirements.

**11. INDEMNIFICATION:** Contractor shall be responsible for any loss, personal injury, death, and any other damage that may be done or suffered by reason of the negligent or intentional act or omission or failure to perform any contractual obligations by Contractor, its agents, servants, employees, and sub-contractors. Contractor must indemnify and save the Town and its officials and employees harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered, or incurred, due to intentional or negligent acts or omissions, or failure to perform any of its obligations on the part of the Contractor, its agents, servants, employees, or subcontractors.

**12. INDEPENDENT CONTRACTOR:** The Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town.

**13. OTHER PAYMENTS; EXPENSES; TAXES:** The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of Contractor's obligations under this Contract, except as set out herein. It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the 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 Contractor, as an independent Contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorney's fees incurred thereby.

**14. ASSIGNMENT AND TERMINATION:** The Contractor will not assign or transfer any interest or claim under this Contract except as authorized in writing by the Mayor of Washington Grove.

**15. TERMINATION FOR DEFAULT:** Notwithstanding anything to the contrary herein, this Contract may be terminated upon the failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Contract. In such event, the Town may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the Town may terminate this Contract. This provision shall not limit the Town in exercising any other rights or remedies it may have.

**16. TERMINATION FOR CONVENIENCE:** The performance of work or delivery of services under this Contract may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be

liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

**17. COMPLIANCE:** The Contractor will, without additional expense to the Town, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services called for in this Contract.

**18. PAYMENTS:** Payments for completed work shall be made based on approved invoices. All invoices will contain complete and accurate information. Under no circumstances will the Town pay the Contractor for interest on amounts payable. Invoices will be sent to the Town Clerk Kathy Lehman, P.O. Box 216, Washington Grove, Maryland 20880.

Payment will be made within 30 days of the Town's receipt of approved invoices. No payment may be made under this Contract unless funds for the payment have been appropriated by the Town.

**20. PROJECT INFORMATION CONTACTS:** For further information, contact Council member Gray Yachup (240-731-3742) or Town Clerk Kathy Lehman (301-926-2256).





**Town of Washington Grove  
Request for Proposals  
Road Repair, Milling and Resurfacing**

**BID PROPOSAL FORM (2 Pages)**

Town of Washington Grove  
300 Grove Avenue; PO Box 216  
Washington Grove, MD 20880

BID DUE DATE: May 24, 2022  
TIME: Before 4:30 p.m.

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(To be filled out by bidding company)

hereby submits the following proposal for the collection of refuse within the Town of Washington Grove, Maryland, and to dispose of refuse, so collected, elsewhere. Having carefully examined the Request for Proposals, Instructions to Bidders, and Specifications, the proposed Contract and **Addenda Numbered** \_\_\_\_\_ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

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(Written)

\$ \_\_\_\_\_  
(Figures)

Name of Bidder:

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Name of Individual Authorized to Bind the Bidder:

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Signature:

\_\_\_\_\_

Federal ID Number: \_\_\_\_\_

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

**SPECIAL TERMS AND CONDITIONS:**

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a period of sixty (30) calendar days from the proposal opening date, and that, if the undersigned is notified of award of contract within this period, the Bidder shall execute a contract for the above stated compensation.
- C. The bid prices shall be stated in both words and figures.

**TO BE SUBMITTED WITH BID**

**Non-Collusion Affidavit**

\_\_\_\_\_, being duly sworn on oath, deposes and says:

That he/she is the

\_\_\_\_\_  
(Owner, Partner, Title if on behalf of a Corporation)

of \_\_\_\_\_,  
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

\_\_\_\_\_(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

**TO BE SUBMITTED WITH BID**

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE  
PRETENSES**

I hereby affirm that:

1. I am the \_\_\_\_\_ (Title) and duly authorized representative of  
  
\_\_\_\_\_ (Name of Business Entity) whose  
address is  
  
\_\_\_\_\_ and that I possess the legal  
authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred

or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
  
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea, or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of Washington Grove, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of Washington Grove may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name