



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410-939-1800

CITY OF HAVRE DE GRACE-YACHT BASIN - PIER #5 - RE-DECKING AND FINGER PIER

BID OPENING DATE - JANUARY 23, 2019

2:00 P.M.

INVITATION TO BID

PIER #5 - MAIN PIER

- REMOVE AND DISPOSE EXISTING DECKING ON MAIN PIERS & T-HEADS
- REMOVE AND REPLACE CLEATS AS NECESSARY (USING EXISTING CLEATS)
- CITY YACHT BASIN WILL REMOVE DOCK BOXES AS NEEDED
- REMOVE AND REPLACE LADDERS AS NECESSARY (USING EXISTING LADDERS)
- INSTALL NEW DECKING ON MAIN PIERS AND T-HEADS USING 2X6 WOOD UC4B#2
- USE 3" EXTERIOR DECKING SCREWS STAR HEAD TAN COLOR

PIER #5 - FINGER PIER

- REMOVE AND DISPOSE EXISTING DECKING ON FINGER PIERS
- REMOVE AND REPLACE CLEATS AS NECESSARY (USING EXISTING CLEATS)
- REMOVE AND REPLACE LADDERS AND (USING EXISTING LADDERS)
- INSTALL NEW DECKING ON FINGER PIERS AND USING 2X6 WOOD UC4B#2
- USE 3" EXTERIOR DECKING SCREWS STAR HEAD TAN COLOR

OWNER/SUBCONTRACTORS SHALL BE FULLY INSURED

MARINE CONTRACTOR LICENSE REQUIRED

SEND QUOTE TO SANDRA AYRES AT CITY HALL, 711 PENNINGTON AVE., HAVRE DE GRACE, MD 21078

BID ACCEPTED AT CITY HALL UNTIL 2 PM, JANUARY 23, 2019

MARINE CONTACT - STEVE YOUNG 410-939-0015

City of Havre de Grace
City of Havre de grace Yacht Basin – Pier # 5 Re-Decking and Finger Pier

Bid Opening

Bids will be opened and read aloud publicly where the bids were submitted, City of Havre de Grace City Hall, on the bid submittal date, immediately after the bid submittal time deadline. Bids submitted after this time will not be accepted and will not be opened or read aloud publicly.

Pre-Bid Meeting

A Pre-bid meeting will be held at the City Hall of Havre de Grace at **2:00 PM, January 18, 2019.** A start date will be discussed at this meeting and a “**Notice to Proceed**” will be given.

Interpretations and Addenda

All questions about the meaning or intent of the Bidding Documents are to be directed to the City in writing either by fax, email, mailed letter, or other form agreed upon by the City. No questions asked by telephone or in person will be entertained. Interpretations or clarifications considered necessary by City and/or Engineer in response to such questions will be issued as an Addendum mailed or delivered to all parties recorded by City as having received the Bidding Documents. Questions will be received by the Engineer until the date specified. Only questions answered by formal written Addendum will be binding. Oral or other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City. Any changes to the Contract Documents shall be made only by written Addendum. Bidders shall bear the entire responsibility for being sure they have received any and all Addenda. After the Bids have been received, no claim that the Bidder did not have complete information will be considered. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or conditions outlined herein.

Bid Security

A 10% Bid Security will be required

Bid Proposal Form

The Bid Proposal form is included with the Bid Documents; additional copies may be made of this form as needed.

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All blanks on the Bid Proposal form must be completed in black ink or by typewriter. All names must be typed or printed in black ink below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Proposal form).

All bids must be signed by, or on behalf of the legal entity making the bid. In the event a bid is made by a corporation, the Bid Proposal form shall be signed by the President whose signature shall be attested by the Secretary with the corporate seal placed thereon. In the event the corporation has duly authorized another person(s) to sign on behalf of the President and/or Secretary, a copy of said authorization shall accompany the bid. In case of an individual or shall be accompanied by an authorization signed by the individual permitting the signature of the bid and other documents on behalf of that individual.

Note: Quantities of work items listed on the Bid Proposal Form are approximate and are for bidding purposes only. The Contractor shall be responsible for verifying the quantities, as well as the nature and complexity of the work in the field prior to bidding.

Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid security prior to the date.

Bid Award

The City of Havre de Grace intends to award this project based on the lowest responsible bid and reserves the right to make any decision with regard to bid award deemed to be in the best interest of the City.

The City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibilities, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons, organizations to perform and furnish the Work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

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If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation indicates that the award will be in the best interests of the Project. The Contract will not be split between Contractors.

In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Bidder's General Information," bound herein.

Upon award to the most responsive and responsible bidder, the bidder shall be required to provide to the engineer all material source submittals for construction materials being incorporated into the project. The engineer shall review the material source submittals for compliance with the contract documents, and approval must be granted by the engineer in writing prior to any material being incorporated into the project.

Bonds

No Performance Bond will be needed.

Standard Documents

The Contractor will be licensed and insured.

The Contractor will not be permitted to make substitutions for items specified on this project without written approval from the Engineer.

Measurement and Payment

Payments to the contractor will be made for the actual quantities of contract items performed in accordance with the contract documents less 10% retainage. Any increase or decrease of actual quantities with respect to the estimated quantities included on the bid proposal shall be addressed by change order and shall adjust the contract amount accordingly. The City without penalty may make additions and deductions of work. Payment for any item of work included on the bid proposal shall include the furnishings of all materials, labor, tools, equipment and incidentals necessary to complete the work in place and acceptable to the City's engineer.

Contract Duration

The intent is to begin construction on _____, **2018**, and completed by _____, **2018**. All dates are tentative and subject to change at the direction of the City. All work must be completed in ___ calendar days.

Familiarity with the Work

- A. Before submitting his/her bid, the Bidder shall examine carefully the site of work and the contract documents for the work contemplated: and it will be assumed that he/she has familiarized and satisfied himself/herself as to the conditions and obstacles to be encountered, as to the character, quality, and quantities of the work to be performed and materials to be furnished, and as to the requirements of the contract documents, and he/she must be prepared to execute a finished job in every regard, without any extra charge whatsoever, except as may be specifically provided for elsewhere in the contract documents.

- B. Before submitting a bid, each bidder shall, at his/her own expense, make such additional surveys and investigations as he/she may deem necessary to determine his/her bid price and performance of the work within the terms of the contract documents.

Familiarity with Laws, Permitting, etc.

- A. The Bidder is assumed to have made himself/herself familiar with all Federal, state, local, and municipal laws, ordinances, rules, and regulations, which in any manner affect those engaged for or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work; and no plea of misunderstanding will be considered on account of the ignorance thereof. If the bidder shall discover any provisions in the contract documents, which is contrary to, or inconsistent with, any such a law, ordinance, rule or regulation, they shall forthwith report it to the owner in writing.
- B. Bidders are reminded that the actual construction within the limits of the project is subject to the requirements of the Harford Soil Conservation District pursuant to the authority of the Maryland Department of the Environment.
- C. The Contractor shall obtain all necessary permits to complete the work.

City of Havre de Grace
City of Havre de Grace Yacht Basin Pier #5 - Re-Decking and Finger Pier

BID PROPOSAL

To OWNER; City of Havre de Grace
 711 Pennington Avenue
 Havre de Grace, Maryland 21078

From CONTRACTOR: _____

Project Name: City of Havre de Grace Yacht Basin Pier #5 - Re-Decking and Finger Pier

Project Number: 08-1839-6501

PROPOSAL: PIER #5 - Remove and dispose existing decking on Main Piers & T-heads, Remove and replace cleats as necessary (using existing cleats), city Yacht basin will remove dock boxes as needed, remove and replace ladders as necessary (using existing ladders), install new decking on Main piers and t-heads using 2x6 wood UC4B#2, use 3" exterior decking screws star head tan color.

PIER #5 - Finger Pier - Remove and dispose existing decking on Finger Piers, remove and replace cleats as necessary (using existing cleats), remove and replace ladders and as necessary (using existing ladders), Install new decking on finger piers and using 2x6 wood UC4B#2, use 3" exterior decking screws star head tan color.

BID TOTAL \$ _____

Bid Total in Words

Bidders Signature: _____

Title: _____

Date: _____

BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete the Bidder's General Information may cause the Bid to be non-responsive and may cause its rejection.

1. BIDDER/CONTRACTOR'S name and street address:

2. CONTRACTOR'S telephone number: () _____

3. CONTRACTOR'S license number: _____

4. When organized: _____

5. If a corporation, where incorporated: _____

6. How many years have you been engaged in the contracting business under your present firm or trade name: _____

7. General character of work performed by your company:

8. Have you ever failed to complete any work awarded to you? _____ If so, where and why? _____

9. Have you ever defaulted on a contract? _____ If so, where and why?

10. Name of person who performed site review of the proposed Project for the Bidder:

Name: _____ Date of Site Review: _____

11. ATTACH TO THIS BID a financial statement, references, or other information, sufficiently comprehensive to permit the appraisal of Contractor's current financial condition.

INSURANCE

A. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE – GENERALLY

The contractor shall not commence nor perform under the contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City of Havre de Grace, nor shall the contractor allow any subcontractor who has not so obtained approval. Claims made insurance policies do not satisfy the insurance requirements under this contract.

1. Worker's Compensation Insurance – The contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable state or territorial law for all of his employees to be engaged in the work at the site of the project under this contract and, in case of any such work sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Stature, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
2. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance – The contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor Damage Insurance and Vehicle Liability Insurance in the amount specified in Paragraph B below.
3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance – The contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified below, or, (2) insure the activities of his subcontractors in his police, specified in the subparagraph B below.

4. Scope of Insurance and Special Hazards -- The insurance required under subparagraphs hereof, shall provide adequate protection for the contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in paragraph B below.

B. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

1a. City of Havre de grace to be named as insured

The contractor shall obtain and keep in force during the term of the contract, Public Liability and Property Damage Insurance in companies and in form to be approved by the City of Havre de Grace. Said insurance shall provide coverage to the contractor, and subcontractor performing the work provided by this contract and the City of Havre de Grace. The City of Havre de Grace shall be named as an additional insured on said policy in so far as the work and obligations performed under the contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as claims for property damages which may arise from any act or omission of the City of Havre de Grace, the contractor or the subcontractor, of by anyone directly or indirectly employed by either of them.

1b. CITY OF HAVRE DE GRACE TO BE HELD HARMLESS AND INDEMNIFIED BY CONTRACTOR'S INSURANCE.

In addition to the insurance naming the City as additional insured, all of the contractor's insurance coverage shall contain a clause indemnifying and saving harmless the City of Havre de Grace, and their employees and agents from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney's fees and costs in connection with the defense of such claims. "The certificates of insurance furnished by the contractor shall spell out specifically that the above indemnification is guaranteed by the policy. An endorsement covering the City of Havre de Grace shall read in all policies as follows: "The City of Havre de Grace its officers, agents, servants and employees shall be held harmless and indemnified against any act or omission or condition or claim arising out of and during the performance of the work under this contract."

The above shall specifically cover Automobile and Property Damage Insurance including owned vehicles, hired vehicles and other non-owned vehicles.

2. AMOUNTS

All insurance shall be written for not less than any of the following limits of liability:

Bodily Injury Liability:	\$1,000,000.00 each person \$1,000,000.00 each occurrence \$2,000,000.00 aggregate products
Property Damage Liability:	\$500,000.00 each accident \$1,000,000.00 aggregate operations \$500,000.00 aggregate products \$500,000.00 aggregate contractual \$500,000.00 aggregate protective

C. SUBCONTRACTOR'S INSURANCE

The contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontractor, subcontractor's Public Liability and Property Damage of the Type and in same amounts as specified in the proceeding paragraphs, or (2) insure the activities of his subcontractors in his own policy.

D. PROOF OF CARRIAGE OF INSURANCE

The contractor shall furnish the City of Havre de Grace with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Havre de Grace."

E. TIME TO PROVIDE PROOF OF INSURANCE

A copy of the insurance policy, containing all revisions as provided for, together with a copy of the endorsement as stated in this section shall be provided to the City within 15 days after receiving notice of award of contract. Failure to timely provide proof of insurance will be considered a breach of contract.

F. CONTRACTOR'S HOLD HARMLESS AGREEMENT

City of Havre de Grace
Yacht Basin Pier # 5

The contractor hereby agrees to save the City of Havre de Grace, it's officers, agents and employees harmless from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the City of Havre de Grace, the contractor, subcontractors, agents and employees in the performance of the contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Havre de Grace, its officers agents and employees by any third person alleging injury by reason of such carelessness or negligence, and may be obtained will pay any judgment which against the City of Havre de Grace in such suit.

12. List 4 Projects completed in the last 4 years involving work of similar type and complexity. Please provide the following information in the blanks below: Owner, project title, size, contract amount, date completed, contact person, phone number, and e-mail address.

(1) Project Title and Date

Completed _____

Contract Price and Size _____

Name, Address, Telephone Number, and Email Address of Owner's
representative _____

(2) Project Title and Date

Completed _____

Contract Price and Size _____

Name, Address, Telephone Number, and Email Address of Owner's
representative _____

(3) Project Title and Date

Completed _____

Contract Price and Size _____

Name, Address, Telephone Number, and Email Address of Owner's
representative _____

(4) Project Title and Date

Completed _____

Contract Price and Size _____

City of Havre de Grace
Yacht Basin Pier # 5

Name, Address, Telephone Number, and Email Address of Owner's
representative _____

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City or appointed Representative in verification of the recitals comprising this Bidder's General Information.

Dated this _____ day of _____, 20__.

(NAME OF BIDDER)

By: _____
Title: _____

State of: _____, County of: _____

_____, being duly sworn, deposes and says that he/she answers to

(NAME OF ORGANIZATION)

The foregoing question and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires _____