



**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND

**SOLICITATION ANNOUNCEMENT**

**BID TITLE: BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE TOWN OF BEL AIR**

**BID NUMBER: DPW 2026-002**

**BID OPENING DATE AND TIME: Thursday April 30, 2026, 2:00pm local time**

**PLACE OF BID OPENING / BID MAILING ADDRESS:** Town of Bel Air  
Department of Finance  
39 N. Hickory Avenue  
Bel Air, Maryland, 21014  
Attention: Martin Topham, Procurement Officer

**PRE-BID MEETING Thursday April 9, 2026, 10:00am at 705 E. Churchville Road Bel Air, Maryland 21014**

**TIMELY DELIVERY OF BID DOCUMENTS:** Bids must be received in the Finance Department before the bid opening date and time. It is the bidder's responsibility to ensure their Bid is delivered to the Finance Department prior to the bid opening date and time.

Bids should be sealed and labeled with the bid number and bid title and directed to the Finance Department.

Bidders may obtain the Solicitation Documents by downloading the information at our website: <https://www.belairmd.org/bids.aspx>. Bidders shall continue to check the website for possible addenda to the bid(s) prior to the bid opening date.

**LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED**

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## **PROJECT SUMMARY**

**This project contains seven (7) street resurfacing projects, replacement of curb & gutter and installation of ten (10) handicap ramps, Alice Anne Park Basketball Court and possible other concrete and paving. All projects are in the Town of Bel Air, Maryland.**

**See Section IV, Scope of Work and Description of Project, page 23**

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**SECTION I**  
**GENERAL TERMS AND CONDITIONS**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE  
TOWN OF BEL AIR**

**Instructions to Bidders**

**1. Receipt and Opening of Bids**

Sealed bids for the requirements identified in the attached statement of work and detailed specifications, as required by the Town of Bel Air (Town) will be opened at the time and date so specified. Unless otherwise indicated, bids will be opened in the Finance Department, 39 N. Hickory Avenue, Bel Air, MD 21014. Bidders must submit their bids in a sealed envelope and in duplicate. The envelope must state "Bid DPWDPW 2026-002 Bituminous Concrete Street Resurfacing". **Late bids will be returned unopened.** The Town reserves the right to reject any or all bids, and/or waive technical defects if, in its judgment, the interests of the Town shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.

**2. Award or Rejection of Bids**

The contract will be awarded to the lowest responsive and responsible bidder. All bid documents will become the property of the Town. Bids must be submitted in duplicate.

The Town also reserves the right to reject the bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Town contracts.

The Town reserves the right to award a contract within sixty (60) days from the date of opening and all pricing must remain firm during that period and until the time of award.

**3. Reservations and Annulments**

- A. The Town reserves the right to reject any or all proposals and readvertise for other bids.
- B. The Town reserves the right to waive technical defects within submittals.
- C. The Town may conduct any investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data requested. The Town reserves the right to reject any bid, if in its opinion, as

a result of its inquiry the bidder is not properly qualified to carry out the obligations of the contract.

- D. Conditional proposals may deem a bidder non-responsive.
- E. The Town reserves the right to terminate any contract, if, in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon the Town, materials, products, and/or workmanship inferior to that required by the awarded bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Town to damages for the breach of any covenant of the contract by the awarded Bidder.
- F. Should the Contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the bid/contract, the Town reserves the right to purchase the required articles on the open market or to complete the required work at the expense of the Contractor, and to withhold on the open market, or to complete the required work at the expense of the Contractor, and to withhold all money that may be due or may become due in order to mitigate its damages in accordance with law.
- G. Contractors and any of its subcontractors shall advise the Town of its intention to use any employees that are hired or obtained from any penal, pre-release, or work release program. In the event that such employees are used, notification to the Town shall include the name and violation for each individual. The use of these employees must receive the prior approval of the Town. The Contractor shall take reasonable precautions when selecting such individuals and provide strict supervision and proper safeguards.

#### 4. **Compliance with Specifications**

The Contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by the Town, and as described herein. Deviations, exceptions, alternates, etc., may render the bid as non-responsive.

#### 5. **Deviations**

Any deviations to the specifications or statement of work must be clearly noted in detail by the Bidder, in writing at the time of submittal of the formal bid. Any deviation from the specifications as written is ground for rejection of the material, equipment, and or services when delivered and performed.

#### 6. **Waiver of Technicalities**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Procurement Officer.

#### 7. **Omission of Specifications**

The omission of any specification or details of any specification which would normally apply to the products, services, or construction described herein, shall not relieve the Bidder from fulfilling those required specifications needed to provide an end-product or service best suited to the intended purpose of this contract as determined by the Procurement Officer.

8. **“Or Equal” Clause**

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance. Any alternates or the submission of “or equal” items must receive final approval from the Town.

9. **Contractor’s Obligation**

The Contractor shall and will, in good and workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this bid, within the time herein specified, in accordance with the provisions of this bid and said specifications and in accordance with the plans and drawings covered by this bid and any and all supplemental plans and drawings, and in accordance with the directions of the Town as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do, carry on, and complete the entire work to the complete satisfaction of the Town.

10. **Multi-Agency Procurement (Piggybacking)**

The Town reserves the right to extend the price, terms, and conditions of this contract to any and all other public agencies, municipalities, and school districts. This is conditioned upon the Contractors’ approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency. The Town assumes no obligation on behalf of any other entity.

Contractors taking exception to this requirement must advise the Town as part of their bid submission.

11. **Bill of Lading / Delivery Tickets**

- A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered: purchase order number, description/name of article, item number, quantity, and vendor name.
- B. All bills of lading will clearly indicate the name of the Contractor/Bidder.
- C. Failure to comply with the above may be sufficient reason for rejection of shipment.

12. **Political Contribution Disclosure**

The Contractor shall comply with the provisions of Md. Code Ann., Elect. Law Art. Section 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar year under which the person receives in the aggregate \$200,000 or more, shall, within thirty (30) days of the date when the total value of the

contracts, leases, or other agreements reaches \$200,000, file with the Secretary of the State of Maryland certain specified information required by law.

13. **Nondiscrimination**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status, or mental or physical handicap in connection with performance of this contract. The contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. Department of Labor at (410) 962-3572.

14. **Governing Law and Choice of Venue**

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland. Any cause of action arising out of any contract shall be filed in the District Court of Maryland for Harford County or the Circuit Court for Harford County. All parties agree to waive their respective rights to a jury trial.

15. **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold the Town and its employees, agents, elected and appointed officials, or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action, and liabilities including without limitations, attorney's fees and court costs arising out of or related to the Contractor's occupancy or use of the Town's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action, or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property or intangible property, including loss of use resulting therefrom. Contractor expressly indemnifies the Town for the consequences of any negligent act or omission of the Contractor or any of the Contractor's subcontractors, employees, agents, officials, or volunteers or anyone for whose acts the Contractor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

16. **Safety**

The Contractor shall provide all equipment and machinery furnished and delivered to the Town complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.

Material Safety Data Sheets shall be submitted for all supplies, materials, or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal or local regulation. The Contractor, when required, must submit MSDS sheets to each location that receives any such supplies or materials furnished and/or installed by the Contractor.

17. **Language/Gender**

Bidder, Proposer, Vendor, and Contractor all have the same meaning and may be used interchangeably. When used, Town means the Town of Bel Air.

18. **Taxes**

The Contractor will be required to pay the Maryland Sales Tax on all materials and supplies used on construction projects in accordance with Maryland State Law.

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders and subcontractors shall be responsible for paying such taxes when purchasing materials. The Town's tax-exempt certificates cannot be used by contract awardees.

No charge will be allowed for federal, state, or municipal sales and excise taxes from which the Town is exempt. The price bid shall be net and shall not include any tax. The Town is specifically exempt from retail sales tax.

19. **Drug, Tobacco, Alcohol**

All Town properties are "drug, tobacco and alcohol-free zones" as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco, or alcohol product on Town property. Use or possession of such items on Town property may result in immediate termination of the contract.

20. **Subsequent Contract**

The bid with respect to all items accepted, addenda, agreements, and all papers and documents accompanying the same, including these general and special conditions shall be included in a formal contract executed between the Bidder and the Town which may be subject to approval by the Board of Town Commissioners.

21. **Right of Selection**

The Town reserves the right to accept this bid by items or as a whole or lump sum. The Town also reserves the right to increase or decrease the quantities estimated in the bid. The Town reserves the right to reject any and all bids which do not comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of the Town, the bid offered under the higher bid is in the best interest of Town and the additional price can be justified as best value.

22. **Insurance**

Please review in detail the insurance requirements contained in the attached document. Failure to comply with these insurance requirements may render the bid/offer as non-responsive. **Certificates of Insurance, as required, must be submitted to the Procurement Officer prior to the start of any work and within five (5) working days upon notice of contract award. The Certificates of Insurance must name the Town as an additional insured.**

**23. Labor and Rates of Pay**

The successful Bidder agrees that it shall abide by all applicable provisions of federal and state law and regulation pertaining to workplace conditions, child labor, and that all employees will be treated lawfully.

**24. Wages/Pay**

The successful Bidder agrees to comply with all applicable federal and state law and regulation relating to payment of wages.

**25. Billing and Payment**

Each invoice shall list the details of goods or services provided. Invoices shall be sent to the Department of Finance, 39 N. Hickory Ave. Bel Air, MD 21014 or emailed to [finance@belairmd.org](mailto:finance@belairmd.org). A W-9 form must be in place with the Town's Department of Finance for payment to be processed.

**26. Dispute Resolution**

Alternate Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

**27. Use of Illegal Immigrant Labor**

The use of illegal immigrant labor to fulfill contracts solicited by the Town is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

**28. Sustainability**

The Town is registered as a Maryland Sustainable Community. Where possible, and in accordance with the Town's Sustainable Procurement policies, bidders are urged to incorporate material, supplies, and equipment that meet sustainable standards and sustainable best practices. Environmental factors to be considered include, but are not limited to, a product's environmental and economic effects throughout its life cycle, including:

- Pollutant releases and toxicity
- Source reduction
- Waste generation
- Greenhouse gas emissions
- Energy Consumption
- Recycled Content

Appropriate sustainable certification when available should be noted. Bidders are encouraged to submit a sustainability statement with their bid indicating sustainable efforts in regard to their response to the bid specification requirements.

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**SECTION II**  
**INSURANCE REQUIREMENTS**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE  
TOWN OF BEL AIR**

**1. General Insurance Requirements**

- 1.1 The Vendor shall not commence any supply, delivery, or installation of any products or materials purchased by the Town under this contract until the Vendor has obtained, at the Vendor's own expense, all of the insurance as required hereunder and such insurance has been approved by the Town; nor shall the Vendor allow any subcontractor to commence work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Town of original certificates of insurance signed by authorized representatives of the insurers or, at the Town's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the contract and, in accordance with 2.1.1.iii., for two years after final payment by the Town under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Town's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Town throughout the term of the Contract and for two years after final payment by the Town under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain, during the term of the Contract, commercial general liability insurance, business auto liability insurance, and workers compensation, and employers' liability insurance to the same extent required of the vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Town in writing. If any subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Town under this Contract, the Vendor shall require such subcontractor(s) to maintain during the term of the contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish subcontractors' certificates of insurance to the Town immediately upon request.

- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Town.

Therefore, the phrases “endeavor to” and “. . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.5 No acceptance and/or approval of any insurance by the Town shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this contract, the Vendor shall forward a written request to the Town for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Town denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Town. The insurers must also have a policyholders’ rating of “A-“ or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company, unless Town grants specific approval for an exception. The Town hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor and are subject to the Town’s written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor’s insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Town by the Vendor in connection with this contract shall belong to and be payable to the Town.
- 1.10 If the Town is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Town, then the Vendor shall bear all reasonable costs properly attributable thereto.

## **2. Vendor’s Liability Insurance**

- 2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

- 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000 Each Occurrence;  
\$1,000,000 Personal and Adv Injury;  
\$1,000,000 General Aggregate; and  
\$1,000,000 Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Town under this contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including standard "other states" coverage, employers liability insurance, or its equivalent with minimum limits of:

\$100,000 Each accident for bodily injury by accident;  
\$100,000 Each employee for bodily injury by disease; and  
\$500,000 Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000 Per occurrence;  
\$1,000,000 Aggregate for other than products/completed operations and auto liability; and  
\$1,000,000 Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers' liability

2.1.5 The Town and its elected and appointed officials, officers, employees, and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or

excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Town's general supervision of installation, delivery and/or other services as provided by the Vendor under this contract; and
- iii. Products and completed operations.

The commercial general liability policy, umbrella excess liability, or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

**Special Notes: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. A manuscript endorsement with the above wording is required.**

### 3. **Vendor's Property Insurance**

- 3.1 The Vendor (or subcontractor) storing, transporting, and/or delivering the products or materials purchased by the Town under this contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this contract or at other limits acceptable to the Town.

- 3.2 The Vendor (or subcontractor) storing, transporting, and/or delivering the products or materials purchased by the Town under this contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Town under this contract when caused by the dishonest acts of the Vendor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this contract or at another limit acceptable to the Town.

- 3.3 The Vendor (or subcontractor) storing, transporting, and/or delivering the products or materials purchased by the Town under this contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance, or other property insurance applicable to the incoming goods.

4. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage for Vendor Under Town's Workers Compensation Coverage**

The Vendor hereby acknowledges its status as an independent contractor while supplying, delivering, or installing products or materials on behalf of the Town, and that the Town's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Town.

5. **Damage To Property of The Vendor and Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor, or its employees, officials, volunteers, agents, and representatives caused by the Vendor during assigned work or delivery of goods for the Town.

**Special Requirement:**

**At the time of bid submission and as part of the bid package submitted, the bidder shall submit and attach a copy of the following:**

**If awarded this contract and as required, the \_\_\_\_\_  
(insert bidders name) will furnish and deliver to the Town, insurance certificates covering in the required amounts:**

- Liability**
- Auto**
- Workers Compensation**
- Property**

**The awardee also acknowledges that they will indemnify and defend the Town as stated above.**

**Unless changed by the Procurement Officer, contracts must be executed, and insurance certificates submitted no later than 30 (thirty) working days following the award notification date.**

\_\_\_\_\_  
**Bidder's Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Bid Name and Number**

**ATTACH TO THE BID SUBMITTED**

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**SECTION III**  
**GENERAL CONDITIONS**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE  
TOWN OF BEL AIR**

**1. GENERAL CONDITIONS**

- 1.1 These specifications in addition to and/or in place of similar paragraphs in the Town of Bel Air of Harford County, Maryland (hereafter referred to as Town). Awarded Bidders will be expected to furnish necessary labor, equipment, materials, supervision, tools, and all related incidentals required to satisfy the requirements contained herein.
- 1.2 It is the intent of this specification to provide prospective Bidders with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this invitation to bid and to obtain clarification of any part not thoroughly understood.
- 1.3 The work, including any related services, will be coordinated through the **Department of Public Works.**

**2. SPECIFIC CONDITIONS**

- 2.1 It is the sole responsibility of the Bidder to call to the attention of any discrepancies in specifications to the Martin Topham, Procurement Officer, **IN WRITING**, at least **ten (10)** working days **PRIOR TO THE OPENING OF THE BID**. Any errors, omissions, or incompatibilities noted after the bid opening shall be the Bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the scope of work and the specifications for this project.
- 2.2 The Town may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

- 2.3 The Contractor shall give their personal attention to the performance of the contract, shall keep the same under their own control, and shall not assign by power of attorney, or otherwise sublet the work or any part thereof, without the previous written consent of the Town.
- 2.4 The Contractor shall, without additional cost to the Town, be responsible for obtaining any and all necessary license and permits. The Contractor shall comply with FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS in connection with the performance of the work.
- 2.5 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to assure the safety of all individuals during work, as well as, during operation.
- 2.6 Awarded Bidder(s) shall assume full responsibility and liability for the protection of workers, visitors to the work site, and persons occupying areas adjacent to the work site.
- 2.7 Awarded Bidder(s) shall have available copies of all applicable codes, regulations, standards, documents, and this specification.
- 2.8 Where conflicts among the requirements of the codes, regulations, standards, documents, and this specification exist, the most stringent requirement shall be utilized by the Awarded Bidder(s).
- 2.9 All work shall be performed in a good and workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for the prevention of damage or defacing of any portion of the building or property.
- 2.10 The Contractor shall be responsible for their work until its completion and final acceptance.
- 2.11 By submitting a bid, the Contractor acknowledges that it has investigated and satisfied itself as to the conditions affecting and impacting the work including, but not restricted to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during execution of the work. The Contractor further acknowledge that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Town as well as from information presented by the drawings (if applicable) and specifications made a part of this contract. Any failure of the Contractor to acquaint itself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town.

3. **FORM OF PROPOSAL**

All pricing must be submitted on the Bid Form.

4. **AWARD**

- 4.1 The Town reserves the right to accept or reject any or all bids and to waive any informalities in bids received.
- 4.2 The method of award will be to the responsive and responsible bidder/s offering the best value to the Town.
- 4.3 Unless otherwise stipulated, it is the intent of the Town to award to one bidder.
- 4.4 Conditional or unbalanced proposals will not be accepted and will be deemed non-responsive.
- 4.5 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee provision of materials and service as required.
- 4.6 Consideration will be given to any previous performance with the Town as to the quality and the acceptability of bidder's services. A bidder may be rejected as non-responsible if that bidder has not satisfactorily completed any contract for Town.
- 4.7 Submission of a bid, in response to this solicitation, shall mean that the Bidder can complete all requirements "as specified" in this solicitation and within the specified time frame.
- 4.8 The Town reserves the right to add awarded bidder(s) to this contract if the initial awarded Bidder(s) cannot fulfill all of the requirements.

5. **TERM OF AGREEMENT**

This contract shall take effect on or about May 20, 2026, following approval by the Board of Town Commissioners.

6. **GUARANTEE/WARRANTY**

- 6.1 The Contractor shall supply all manufacturers' guarantees in substance and term normally provided in the trade.
- 6.2 Bidder(s) shall unconditionally guarantee the materials and workmanship of all supplies and service furnished by them.

- 6.3 All warranties, express or implied, shall apply.
- 6.4 The Awarded Bidder shall not charge the Town for any repeat visit for the same problem occurring within thirty (30) days of the original visit.

7. **CONFLICT OF INTEREST**

- 7.1 No employee of the Town shall engage in or have a financial interest in any contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, the Town may, by written notice of default to the supplier, terminate in whole or in part the contract if a determination is made that obtaining the contract was influenced by an employee of the Town having received a gratuity, or promise thereof, in any way.
- 7.2 Bidders must complete the “**Anti-Bribery Affidavit**” and the “**Certification regarding U.S. Government Debarment Suspension, Ineligibility and Voluntary Exclusions**” included in this solicitation and must include them with the completed bid forms. Failure to complete these forms and submit them with the completed bid forms may result in rejection of the entire bid proposal.

8. **CONTRACT TYPE**

- 8.1 This is a Construction Contract.
- 8.2 The Bidders agree to hold the bid pricing submitted, under the same terms and conditions for a period of sixty (60) days from the date of the bid opening.
- 8.3 At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect of his bid. It is the Bidder’s responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.
- 8.4 All work must be done with the least possible disruption to traffic and any adjacent properties. All work is to be coordinated with the Director of Public Works, Mr. Stephen D. Kline or his/her designee, at 410-638-4536.
- 8.5 All work shall be approved by the **Town’s Department of Public Works**. The Town reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to the Town. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in the Town contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).

8.6 At its sole discretion, Town reserves the following rights:

8.6.1 To perform any work at any site utilizing “in-house/Town personnel” for any project.

8.6.2 To issue a new solicitation for these services at any one or combination of sites, separate from this bid if the size and scope of the project warrant so.

8.6.3 To obtain the work from any source, if for any reason, the Awarded Bidders cannot complete the services within the time frame required by the Town.

9. **SUSPENSION OF WORK**

The Town may, at any time, suspend the work, or any part thereof, by giving five (5) days’ notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Town to the Contractor.

10. **PROTECTION OF WORK AND PROPERTY**

10.1 The Contractor will be held responsible for any and all damage to the Town’s property done or caused by the Contractor or other personnel engaged in the execution of this bid. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others, including possible irrigation systems. The Contractor shall also be responsible for any and all damage to adjacent property incurred in the performance of the bid and hold the Town free from any and all claims for damages arising from the execution of the work.

The Contractor shall ensure the location of underground utilities are not in jeopardy due to any project work.

10.2 The Awarded Bidder(s) shall protect all related work areas from work-related debris.

10.3 The Awarded Bidder is responsible for all clean-up related to their work.

10.4 The Awarded Bidder(s) shall make an effort to protect all Town property, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced by the Awarded Bidder(s) to the satisfaction of Town.

10.5 The Contractor shall repair and restore to its original condition any material or surface damaged by their operation.

11. **PROFESSIONALISM**

11.1 The Town requires all work to be completed utilizing “Professional Workmanship”. The Town shall monitor and examine the services provided and will only accept a

“Professional Workmanship” level. The following shall be considered some reasons for immediate termination of a company:

11.1.1 Repeated failure of the Awarded Bidder to have the required materials and equipment with them to execute a project without undue delay or to leave the project to pick up supplies and/or equipment.

11.1.2 Failure of the Awarded Bidder to mobilize personnel to provide an adequate response for simultaneous/multiple site emergencies.

11.1.3 Failure of the Awarded Bidder to utilize qualified personnel to do the work. The individuals doing the work at the Town sites shall:

11.1.3.1 be properly trained and experienced to perform services as specified.

11.1.3.2 refrain from any comments and/or gestures to the public and/or staff; and refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.

11.1.3.3 prominently display the name of their company on a uniform or shirt.

11.2 Termination of a company for not providing “Professional Workmanship” as determined by the Town, using criteria determined above by the Town shall result in:

11.2.1 The Awarded Bidder being paid for all work completed to date. Any monies required to complete the repairs and/or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies due exceed the amount Town owes the Awarded Bidder, the monies required to complete services in progress shall be owed Town by that Awarded Bidder.

## 12. **SUBCONTRACTORS**

12.1 All subcontractors, prior to their use by the Awarded Bidder(s) in any Town property, must be approved by the Town. The Awarded Bidder(s) shall submit with their bid a list of subcontractors that they will employ and utilize for Town work. The responsibility for updating this list is the Awarded Bidders and utilization of a Town non-approved subcontractor is grounds for suspension or termination.

12.2 The Awarded Bidder(s) shall provide the name of the subcontractor(s) they intend employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or Town. The information may be used in considering the potential performance capabilities of the subcontractor(s).

## 13. **QUALIFICATION OF BIDDER**

- 13.1 Bidders submitting a bid may be asked to provide evidence that they maintain a permanent place of business. They shall be certified to do business in Maryland and have available, upon demand, copies of all licenses and certifications to perform the work, if applicable.
- 13.2 The Town may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data/documentation requested. The Town reserves the right to reject any proposal if evidence submitted by the Bidder or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.
- 13.3 The Contractor shall have a supervisor on the job site at all times during the work. This supervisor shall be empowered to act in the Contractor's behalf during the absence of the Contractor.

14. **REDUCTION OR INCREASE IN SCOPE OF WORK**

When the scope of work is reduced or increased, the cost of such changes will be subject to negotiation or re-negotiation of the contract cost. Such cost adjustment is to ensure a fair return to the Contractor and eliminate the possibility of the Town paying for services no longer performed or required.

15. **ADDITIONS OR CHANGES TO CONTRACT**

The Contractor shall immediately alert the Project Manager where conditions warrant additional work or changes in the specified work. An agreement to any additional work under this Contract must have **prior** approval of **the Director of Public Works and/or the Procurement Officer, as required by the Town's Procurement Policy.**

16. **NOTICE TO PROCEED**

The Notice to Proceed will be given to the Contractor by the Project Manager. The Contractor shall begin work as soon as possible but not later than ten (10) calendar days after receipt of such notice.

17. **SOLICITATION QUESTIONS**

Martin Topham, Procurement Officer will administer the solicitation process.

18. **PUBLIC INFORMATION ACT**

Bidders should give specific attention to the identification of those portions of their proposal which they deem to be confidential, proprietary, or trade secrets. Bidders may be required to provide justification of why such material, upon request should not be disclosed by the Town under the Maryland Public Information Act, Md. Code Ann., Gen. Prov. Art.

19. **LOCAL PREFERENCE**

See page 35-36 and complete the form if claiming Local Preference if applicable.

20. **ECONOMIC PRICE ADJUSTMENT**

All prices offered herein shall be firm for the required term specified.

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**SECTION IV**  
**SCOPE OF WORK**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE  
TOWN OF BEL AIR**

**Special Provisions**

**1. GENERAL**

**1.1 Reference**

- 1.1.1 General Requirements, Proposal and Contract Agreement apply to the work under this section.
- 1.1.2 Materials and workmanship shall be in accordance with current **HARFORD COUNTY ROAD CODE BOOKS I AND II - REVISED EFFECTIVE DECEMBER 2, 2008** and subsequent addenda.
- 1.1.3 All work shall be in accordance with MOSHA - State Occupational Safety and Health Acts.

**1.2 Description of Project**

- 1.2.1 This project contains seven (7) street resurfacing projects replacement of curb & gutter and installation of ten (10) handicap ramps, Alice Anne Park Basketball Court and possible other concrete and paving work utilizing Unit Prices. All projects are located in the Town of Bel Air, Maryland. Some of the work activities required are symbol coded and described below:

**"A"** - Bituminous patch - cut and patch areas designated in the field by the Engineer. Remove existing pavement / base material to a depth of three (3") below subsurface, compact subbase with mechanical tamper, pave with bituminous concrete and band BI.

**"B"** - Stone patch - patch areas designated in the field by the Engineer. Remove existing base course material to a depth of six (6") compact subbase with mechanical tamper, replace with CR-6 compacted stone base course material. Proof rolling areas prior to designation for patching will be required using at least a fifteen (15)-ton rubber tire roller or a ten (10)-ton single axle dump truck.

**"C"** - Joint cutting/milling - All cold joints, except new pavement, shall be saw-cut or milled to the same depth as the resurfacing material and tack coated. Cut shall be smooth and true at the joint, and a minimum of four (4") wide including driveway connections.

**"D"** - Edge milling - Mill along the edge of the gutter pan at a depth indicated in the Item description to a depth of zero (0") at a width of six (6'). This operation where designated will generally be required on both sides of the street for its entire length.

**"E"** - Gutter milling - Mill or remove existing bituminous material from the surface of existing gutter pan to expose original concrete.

**"F"** - Surface milling- mill the entire width of surface to the depth specified.

**"G"** - Wedge course - fill low spots in existing pavement zero (0") – two (2") in depth to eliminate excessive thickness of following course using bituminous concrete band SC.

**"H"** - Resurface with depth specified of bituminous concrete Band SF and or Base.

**"S"** – Striping to include arrows, lane delineation, stop bars, etc."

**"U"** - All utilities must be adjusted to meet grade (manholes, water, gas, etc).

**1.3 Project Location/Limits of Work/Pay Items** The following items describe the work to be done on each item of this project, the approximate dimensions, and estimated areas. Exact limits will be field marked in white paint.

**ITEM I – Linwood Avenue** – from Deerbrook Road to End, as shown on attached drawings entitled DRAWING I.

Utilities - Activity "U" raise all utilities to finish paving grade.

Milling - Activity "F", Mill 2" from entire surface area.

Paving - Activity "H", Resurface with 2" bituminous concrete Band SF.

Striping – Activity "S", 12" thermoplastic stop bars to middle of road.

Maintenance of Traffic - Contractor responsible for all MOT.

**ITEM II – Maitland Street**– From Churchville Road to Eastern Avenue, as shown on the attached drawing entitled DRAWING II.

Utilities - Activity "U" raise all utilities to finish paving grade.

Milling - Activity "F", Mill 2" from entire surface area.

Paving - Activity "H", Resurface with 2" bituminous concrete Band SF

Striping – Activity "S", 12" thermoplastic Stop bars to center of road and 4" double yellow line in center of road as shown on drawings.

Maintenance of Traffic - Contractor responsible for all MOT.

**ITEM III – S. Atwood Road** – From Baltimore Pike to Market Place Drive,

as shown on enclosed drawing entitled ITEM III.

Utilities - Activity "U" raise all utilities to finish paving grade.

Milling - Activity "F", Mill 2" from entire surface area.

Paving - Activity "H", Resurface with 2" bituminous concrete Band SF and install one speed hump per R-34 plate..

Striping – Activity "S", 12" thermoplastic Stop bars to center of road, 4" painted double yellow line in center of road along with turn arrows and crosswalk as shown on drawings.

Maintenance of Traffic - Contractor responsible for all MOT.

**ITEM IV – Grayson Square** –as shown on the attached drawing entitled DRAWING IV.

Utilities - Activity "U" raise all utilities to finish paving grade.

Milling - Activity "F", Mill 2" from entire surface area.

Paving - Activity "H", Resurface with 2" bituminous concrete Band SF.

Maintenance of Traffic - Contractor responsible for all MOT.

**ITEM V – Hall Street** – From Rock Spring Avenue to end of Town Jurisdiction, as shown on the attached drawing entitled DRAWING V.

Utilities - Activity "U" raise all utilities to finish paving grade.

Milling - Activity "F", Mill 2" from entire surface area.

Paving - Activity "H", Resurface with 2" bituminous concrete Band SF and install two speed humps per R-34 plate.

Striping – Activity "S", 12" thermoplastic Stop bars to center of road and 4" double yellow line in center of road as shown on drawings.

Maintenance of Traffic - Contractor responsible for all MOT.

**ITEM VI – Wilson Street** – From Rock Spring Avenue to end of Town Jurisdiction, as shown on the attached drawing entitled DRAWING V.

Utilities - Activity "U" raise all utilities to finish paving grade.

Milling - Activity "F", Mill 2" from entire surface area.

Paving - Activity "H", Resurface with 2" bituminous concrete Band SF and install one speed hump per R-34 plate.

Maintenance of Traffic - Contractor responsible for all MOT.

**ITEM VII – Courtland Street** – From Main Street to Hickory Avenue, as shown on the attached drawing entitled DRAWING V. **All work performed under this item of the contract must be in accordance with the Fair Labor Standards Act and the contractor is required to pay Davis-Bacon Wage Rates. Attached is Exhibit A which shows the rates for Highway Construction Projects.**

Utilities - Activity "U" raise all utilities to finish paving grade.

Milling - Activity "F", Mill 2" from entire surface area.

Paving - Activity "H", Resurface with 2" bituminous concrete Band SF and install one speed hump per R-34 plate.

Striping – Activity "S", 12" thermoplastic Stop bars to center of road, 4" painted double yellow line in center of road along with turn arrows and crosswalk as shown on drawings.

Maintenance of Traffic - Contractor responsible for all MOT.

**ITEM VIII – Alice Anne Park Basketball Court** – Remove existing blacktop expand court and install 4" of base along with 2 of surface coat, as shown on attached drawing entitled DRAWING VII.

Paving - Activity "H", Resurface 2" of surface band material.

Striping – Activity "S", Basketball Court lines as shown on Drawing

**ITEM IX - (CONTINGENT) PAVING UNIT COST** - Provide a unit cost to pave one ton of asphalt.

**ITEM X - (CONTINGENT) MILLING UNIT COST** – Provide a unit cost to Mill and remove (2) two-inch increments.

**ITEM XI - (CONTINGENT) BASE REPLACEMENT UNIT COST** - Provide a unit cost to remove 6" of soil or stone base and install and compact 6" of new base. (Per square yard).

**ITEM XII – (CONTINGENT) REMOVAL AND REPLACEMENT OF 7" CURB & GUTTER** – Provide unit cost to remove and replace 7" inch curb & gutter. (Per Linear Foot)

#### **1.4 Operations Summary (See Plans & Specifications in Attachment Section)**

#### **1.5 Preparation**

**1.5.1** Removal and disposal of all excess dirt/rubble, paving materials, etc., is the responsibility of the Contractor.

**1.5.2** The Contractor shall furnish and maintain all warning devices, lights and barricades at the work sites to safeguard the general public in accordance with "Part VI – Standards for Work Zone Traffic Control" Manual on Uniform Traffic Control Devices for Streets and Highways.

**1.5.3** Safe ingress and egress for pedestrian and vehicle traffic must be maintained at all times during this contract.

- 1.5.4** As work progresses, the Contractor shall, on a daily basis, thoroughly clean streets and other areas of mud, dust and other debris.
- 1.5.5** The Contractor shall maintain access to all existing driveways. Where at all possible restriction of access by residents to their driveways shall be limited to three hours. Where practical, streets will remain open by traffic control procedures by the Contractor. All street closing shall require approval by the Director of Public Works and will require prior publicity and adequate detour signage.
- 1.5.6** Tack Coat shall be applied to existing pavement prior to resurfacing at a rate of .04 - .07 gallons per square yard.

## **1.6 Progress Schedule and Schedule of Operation**

- 1.6.1** The Contractor will be held responsible for a "Progress Schedule" thus enabling the Contractor to complete the work within the time specified.
- 1.6.2** It will be the Contractor's responsibility to submit a Schedule of Operations to the Director and obtain his approval before any work is done under this Contract. The Contractor's attention is directed to the requirements of the Special Provisions with regard to Maintenance of Traffic (1.5.2, 1.5.4) and Public Notice (1.7) in preparing his Schedule of Operations.
- 1.6.3** No work will be allowed on Holidays, Saturdays or Sundays on this contract unless written permission is given by the Engineer.
- 1.6.4** No work will be allowed on this contract between the hours of 7:00 p.m. & 7:00 a.m. unless written permission is given by the Engineer.
- 1.6.5** Any excavation required that may affect disturbance of utilities shall be reported to the inspector. The Contractor shall handle contact with Miss Utility and/or the appropriate utility company and coordinate any problems and contracts with the inspector.

## **1.7. Public Notice**

- 1.7.1** The Contractor will be responsible for notifying the occupants along the subject road forty-eight (48) hours in advance of starting the roadway paving operations at each site. The advance notice is given to allow the occupant's time to locate parking facilities away from the project site. The Department of Public Works shall authorize the Contractor to furnish and post "No Parking" signs clearly stating that paving operations will be performed during the period of time specified on said sign. If vehicles, campers, etc. remain on site during the paving period specified, the Contractor shall notify the Director who may authorize towing of vehicle, camper, etc. in violation. Any cost related to the notification of the public shall be included in the bid price.
- 1.7.2** Please note Section **1.5.5**

**1.7.3** No additional compensation or time extension will be allowed for delays caused by delinquent parked vehicles.

## **1.8 Driveways**

**1.8.1** Milling and Paving of driveways are not included in this contract, unless specifically directed by the Town. Payment for this work will be made on the basis of the contingent items included in this proposal.

**1.8.2** Temporary bituminous ramps at driveway curbs will be required where needed and included in the price bid for the contract.

**1.8.3** Connections directly to bituminous concrete driveways will be joint cut/milled.

## **1.9 Termination of Resurfacing**

**1.9.1** Termination of resurfacing to match adjacent existing surface shall be tied in to a milled formed edge or conventional saw cut and removal if performed to the satisfaction of the Engineer (see Section 1.2.,C).

## **1.10 Quantities of Materials**

**1.10.1** Quantities or square footage of materials are estimated herein, and the Contractor shall be required to acquire all measurements and material quantity take offs in the field.

## **1.11 Time of Completion**

**1.11.1** All work shall be fully and finally completed no later than **July 31, 2026**.

**The Bidder shall acknowledge in their bid that they are able to complete the work by the date specified.**

**TOWN OF BEL AIR, MARYLAND**  
 39 N. HICKORY AVENUE  
 BEL AIR, MARYLAND 21014

**BID FORM**  
**BID DPW 2026-002**

**Bid Due Date: April 30, 2026 at 2:00PM**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE TOWN OF BEL AIR**

**SCHEDULE OF PRICES**

NOTE: This BID FORM shall be filled in by the Bidder, with the prices written in words and numerals, and the extensions shall be made by the Bidder. For complete information concerning these items, see Specifications, Special Provisions and Contract Form.

Item Nos.	Approx. Qty.	Description of Items & Price Bid (in written words)	LUMP SUM TOTAL AMOUNT
I	L.S.	LINWOOD AVENUE RESURFACING At _____ (Lump Sum Written)	\$
II	L.S.	MAITLAND STREET RESURFACING At _____ (Lump Sum Written)	\$
III	L.S.	S. ATWOOD ROAD RESURFACING At _____ (Lump Sum Written)	\$
IV	L.S.	GRAYSON SQUARE RESURFACING At _____ (Lump Sum Written)	\$
V	L.S.	HALL STREET RESURFACING At _____ (Lump Sum Written)	\$

vi	L.S.	<p>WILSON STREET RESURFACING</p> <p>At _____ (Lump Sum Written)</p>	\$
vii	L.S.	<p>COURTLAND STREET RESURFACING</p> <p>At _____ (Lump Sum Written)</p>	\$
viii	L.S.	<p>ALICE ANNE PARK BASKETBALL COURT</p> <p>At _____ (Lump Sum Written)</p>	\$
		<p><b>TOTAL ITEMS I - VIII</b></p> <p><b>At _____</b> <b>(Lump Sum Written)</b></p>	
ix	TON	<p>PAVING UNIT COST</p> <p>At _____ (Per Ton)</p>	\$
x	S.Y.	<p>MILLING UNIT COST</p> <p>At _____ (Per Square Yard / 2" Inch Depth)</p>	\$
xi	C.Y.	<p>BASE REPLACEMENT UNIT COST</p> <p>At _____ (Per Cubic Yard)</p>	\$
xii	L.F.	<p>7" CURB &amp; GUTTER REMOVAL &amp; REPLACEMENT UNIT COST</p> <p>At _____ (Per Ton)</p>	\$

The undersigned swears (or affirms) under the penalty of perjury that the Bidder, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for an don behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of any contract resulting from this bid.

The undersigned acknowledges that they have read the Invitation for Bids and all addenda including those posted on the Town’s website and hereby submits the above Bid.

**BID SUBMITTED BY:**

<b>ENTITY NAME</b> <small>Must be the entity name as registered with the Maryland Department of Assessments &amp; Taxation.</small>	<b>TELEPHONE NUMBER</b>
<b>REPRESENTATIVE NAME &amp; TITLE</b> <small>(Type or Print)</small>	<b>FAX NUMBER</b>
<b>REPRESENTATIVE SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
<b>ADDRESS</b>	<b>MD, CONTRACTOR’S LICENSE NO.</b>
<b>DATE</b>	<b>PLACE OF ISSUE</b>

Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name _____	Address _____
_____	_____
Name _____	Address _____
_____	_____

**MUST BE RETURNED WITH BID PROPOSAL**

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**ADDENDUM ACKNOWLEDGEMENT**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE**  
**TOWN OF BEL AIR**

**Bidder acknowledges receipt of the following addenda:**

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

(Indicate the number of numbers of Addendum received)

\_\_\_\_\_  
Signature

\* Insert corporation, partnership or individual as applicants.

**MUST BE RETURNED WITH BID PROPOSAL**

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT**  
**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE**  
**TOWN OF BEL AIR**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Agency/Organization Representative

---

Signature

Date

---

Agency/Organization

**MUST BE RETURNED WITH BID PROPOSAL**

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**ANTI-BRIBERY AFFIDAVIT**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE**  
**TOWN OF BEL AIR**

I HEREBY CERTIFY that:

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of whose address is \_\_\_\_\_ and I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor 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 of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any. \_\_\_\_\_)

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, the Attorney General under §16-202, S.F. 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 Bel Air may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MUST BE RETURNED WITH BID PROPOSAL**

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**BUSINESS CERTIFICATION FORM TO CLAIM LOCAL BUSINESS PREFERENCE**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE  
TOWN OF BEL AIR TOWN OF BEL AIR, MARYLAND**

It is the policy of the Town to establish a local preference program within its procurement regulations. This policy will give a preference to those businesses whose primary business location is within the Town limits as well as those businesses who are located within Harford County, as defined below.

A Local Business is defined as a business physically located within the Town limits. A Harford County Business is defined as a business physically located outside of the Town limits but within Harford County. **The business claiming a local business preference must also be current with the business license, if applicable, and with the Town's personal property taxes, if applicable.**

Local preference will apply to:

- Tie bids
- An 8% percentage preference for a Local Business and a 5% percentage preference for a Harford County business may apply to certain formal bids exceeding \$24,999 as well as procurements between \$5,000 and \$24,999.
- In reference to formal Request for Proposals (RFP) over \$25,000, an additional 15 points will be given to the Local Business and 10 points to the Harford County Business when scoring their Technical Proposals.

**TIE BIDS for formal bids exceeding \$24,999**

Tie Bids –where the bid of a Local Business or a Harford County Business is the same amount of that of a non-local bidder as described:

- a. If bids received are for the same total amount or unit price, quality, and service being equal, to break the tie bid amount of the low bidders, the contract shall be awarded to the Local Business, if the tie bidders otherwise equally qualify as lowest responsible bidders.
- b. When the above is not in effect and a tie bid occurs, the Town shall award the contract to the Harford County Business, if the tie bidders otherwise equally qualify as lowest responsible bidders.
- c. If a tie bidder is not a Local or a Harford County Business, then the award will be made to the bidder who is closest geographically, to the Town, 39 N. Hickory Avenue, Bel Air, MD 21014, as determined by GPS mileage.

**PERCENTAGE BIDS for formal bids exceeding \$24,999**

It is the intent of the Town to award to the lowest responsive and responsible bidder, unless the bidder is a Local Business physically located within the Town limits or a Harford County Business.

For formal bids exceeding \$24,999, where the Local Business or Harford County Business is not the low bidder, 8% of the low bid will be deducted from the bid of the Local Business and 5% of the low bid will be deducted from the bid of the Harford County Business. This preference only applies to formal bids exceeding \$24,999 which requires the approval of the Bel Air Town Commissioners. The Local Business or the Harford County Business must complete this **Certification of Local Preference form** as part of their bid submittal package in order to obtain the local business preference.

Example of the 8% or 5% preference for a purchase within the above threshold:

Bid 1 (non-local)	\$26,500
Bid 2 (Local Business)	\$27,000
Bid 3 (Harford County Business)	\$27,500

Local Business Calculation: 8% of the lowest non-local bid (\$26,500) is \$2,120 which would be subtracted from the Local Business bid (\$27,000). ( $\$27,000 - \$2,120 = \$24,880$ )

Harford County Business Calculation: 5% of the lowest non-bid (\$26,500) is \$1,325 which would be subtracted from the Harford County Business bid (\$27,500). ( $\$27,500 - \$1,325 = \$26,175$ )

With the 8% preference, the Local Business becomes the low bidder but will be awarded a contract in the amount of their original bid in the amount of \$27,000.

(The additional cost to the Town, in this example, by not awarding to the low non-local business would be \$500).

**IF A CORPORATION, PARTNERSHIP, INDIVIDUAL, LLC or other Business Entity**

Name of Town of Bel Air or Harford County Business

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

Licensed to do business in the State of MD. \_\_\_\_\_ YES \_\_\_\_\_ NO

**PLEASE CHECK ONE OF THE FOLLOWING:**

Primary Business Location is in the \_\_\_\_\_ Town of Bel Air, Maryland

Primary Business Location is in \_\_\_\_\_ Harford County, Maryland

**CONTRACTOR NAME:** \_\_\_\_\_

**BY AUTHORIZED BUSINESS REPRESENTATIVE:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**MUST BE RETURNED WITH BID PROPOSAL**

**TOWN OF BEL AIR, MARYLAND**  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014

**CERTIFICATE OF GOOD STANDING**  
**BID DPW 2026-002**

**BITUMINOUS CONCRETE STREET RESURFACING @ VARIOUS LOCATIONS WITHIN THE TOWN OF BEL AIR TOWN OF BEL AIR, MARYLAND**

All Proposers must be registered to do business in the State of Maryland, in accordance with the Annotated Code of Maryland Corporations and Associations Section 2-102, Section 7-202 Registration to do interstate and foreign business and/or Sec. 7-203 Qualifications to do intrastate. For information, contact the Maryland Department of Assessments and Taxation (SDAT) at 410-767-1340.

All Proposers must also be in good standing with the Town and Harford County, Maryland. Contractors, vendors and service providers, conducting business with the Town will need to be registered with the [Maryland Department of Assessments and Taxation \(SDAT\)](#). For information on whether registration is required, call SDAT at 410-767-1340. The Town verifies the company's status with SDAT and will require the Proposer to submit a [Good Standing Certificate](#), also known as a "Certificate of Status," issued by the SDAT's Charter Division and State of Organization.

The Proposer shall attach a document from the State of Maryland showing that they are in good standing with State and Local Governments.

Dept. ID, \_\_\_\_\_, as recorded by the SDAT

Good Standing \_\_\_\_\_ YES \_\_\_\_\_ NO

Proposer's Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**MUST BE RETURNED WITH BID PROPOSAL**