

CATOCTIN FURNACE HISTORICAL SOCIETY, INC.
INVITATION FOR BIDS (IFB)
THE IRON TRAIL: CONNECTING THE CATOCTIN FURNACE
RUINS TO THE MANOR AREA OF CUNNINGHAM FALLS
STATE PARK
IFB NUMBER RT2208

ISSUE DATE: OCTOBER 15, 2022

NOTICE

- A Prospective Bidder that has received this document from a source other than eMaryland Marketplace (eMMAA) <https://procurement.maryland.gov/> should register on eMMAA.

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**MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES
ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.**

Failure to complete and include the Addendum Receipt Verification Form may cause the bid to be deemed non-responsive.

A Pre-Bid for the purpose of answering or obtaining answers to questions of parties interested in constructing the work relative to Right-of-Way, Utilities, Design, and Construction Details will be conducted at 12610 Catoctin Furnace Road, Thurmont, Maryland on Monday, October 24, 2022 at 1 pm. While attendance at the Pre-Bid conference is not mandatory, this is the Bidder's opportunity to raise questions and/or issues of concern regarding the project.

If the Contractor discovers any discrepancies in these specifications, supporting materials, or reference documents, they should be brought to the Organization's attention immediately. Such discrepancies do not relieve the Contractor from their responsibility to complete the work to the agreed terms.

CATOCTIN FURNACE HISTORICAL SOCIETY, INC.

Key Information Summary Sheet

Invitation for Bids	The Iron Trail: Connecting the Catoctin Furnace Ruins to the Manor Area of Cunningham Falls State Park
Solicitation Number:	RT 2208
IFB Issue Date:	October 15, 2022
IFB Issuing Office:	Catoctin Furnace Historical Society, Inc.
Procurement Officer: e-mail: Office Phone:	Elizabeth A. Comer ecomer@catoctinfurnace.org 443-463-6437
Bids are to be sent to:	Theresa Donnelly 12610 Catoctin Furnace Road Thurmont, Maryland 21788-3007 info@catoctinfurnace.org
Pre-Bid Conference:	Monday, October 24, 2022 at 1 pm. 12698 Catoctin Furnace Road, Thurmont, Maryland 21788
Site Visit:	Monday, October 24, 2022 at 1 pm. 12698 Catoctin Furnace Road, Thurmont, Maryland 21788
Questions Due Date and Time	Friday, October 28, 2022, 5 pm
Bid Due Date and Time:	Tuesday, November 15, 2022, 5 pm
Bid Opening	Tuesday, November 15, 2022, 5:30 pm. 12610 Catoctin Furnace Road, Thurmont, Maryland 21788
DBE Subcontracting Goal:	None
Contract Type:	Firm fixed price
Contract Duration:	1 year
Primary Place of Performance:	The Iron Trail Beginning at 12698 Catoctin Furnace Road and ending at the Manor area of Cunningham Falls State Park Thurmont, Maryland 21788
Federal Funding:	Yes

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Attachments:

Attachment A - Map of Trail

Attachment B - Maryland Park Service Best Practices for Trail Construction (BMP's)

Attachment C - Bid Submittal Sheet

Attachment D - Form of Proposal Affidavit

Attachment E - Form of Contractor Affidavit

1. Minimum Qualifications

Only qualified contractors will be eligible to bid. Bids received from non-qualified contractors will not be considered. All Bidders must submit their qualifications along with their bid for the project. See separate section of this IFB for the Bid Submission Format and Method.

The Bidder must provide proof with its Proposal that the following Minimum Qualifications have been met:

I. Trail Building and Trail Restoration/Rehabilitation Experience

The Bidder shall demonstrate a working knowledge and understanding of the trail building skills required for this project (e.g. documentation of expertise in sustainable natural surface gravel trail design and construction, significant amount of paid work as related to trail development). As proof of meeting this requirement, the Bidder shall provide a description of the company including:

- A. Age of firm and number of years working in the trail building trade;
- B. Number of full-time employees;
- C. Areas of specialty/concentration related to the trail building trade;
- D. Forecast workload over the next 12 months.
- E. Trail construction and trail restoration/rehabilitation work summaries of the specific employees Bidder intends to utilize as machine operators and/or supervisors on this project.

II. Related Experience

Qualifying bidders must have successfully completed at least 3 contracts that include at least a total of 10 miles of natural surface gravel trail construction and trail restoration/rehabilitation that follows an existing trail, has a width of 60 inches or less and whose use is recreation for hikers only. The contracts must have specified and the trails must have been built to either a) USFS standards and specifications as set out in the USFS "Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects" dated 10/30/2014, b) the "US Forest Service Standard Trail Plans and Specifications – Step by Step Guide" dated November 2014, c) the "Trail Construction and Maintenance Notebook:2007 – Forest Service".

The Bidder shall demonstrate this experience constructing and restoring/rehabilitation similar gravel recreation trails. Provide at least three (3) examples including the following details:

- A. Project title;
- B. Project location;
- C. Dates worked;
- D. List of staff on project;

- E. Services rendered;
- F. Length of trail constructed.

For each trail construction and trail restoration/rehabilitation example, as a reference please provide name, title, address, phone number, and email of the direct project manager. Also note if Bidder was primary builder or subcontractor. If subcontractor, provide contact details for primary builder and name of general contractor lead.

2. Contractor Requirements: Scope of Work

a. Summary Statement and Work Standards

Catoctin Furnace Historical Society, Inc., (CFHS, Inc.) has been issued necessary permits from MD DNR and MDE to restore/rehabilitate the existing natural surface trail between the Catoctin Furnace ruins and the Manor Area of Cunningham Falls State Park (CFSP) (the Project Area). This IFB seeks bids for trail restoration/rehabilitation of 1656 linear feet (LF) of existing natural surface trail which is not less than 3 feet wide and not to exceed 5 feet wide with US 15 pedestrian crossing, pre-existing steps and historic bowstring bridge crossing. Trail work will include trail resurfacing along the entire length with stone dust to cover roots and large rocks, (including hand cutting protruding roots), trimming vegetation, invasive species removal including but not limited too barberry, honeysuckle, multiflora rose, Ailanthus altissima), construction of elevated boardwalks along the trail to US Forest Service Standard Boardwalk Specifications (links to plan set provided below) in Five (5) areas as specified in section details, cleanout/repair of water diversion devices and installation of 12 interpretive waysides (waysides supplied by others). A trail reroute of up to 94 LF will be constructed to avoid a water retention area. No improvements to the existing bridges or steps are to be included in this project and no new trails will be constructed. See map Attachment A for location of the existing trail. Contractor will furnish all necessary equipment, labor, tools, transportation, supplies, items required for safe operations, and supervision to complete, in a substantial and workmanlike manner, to the satisfaction of the owner and/or its representative, the work described herein. All work shall be performed and completed within the standards and requirements of:

- Contractor will restore/rehabilitate the existing trail to included specifications
- Boardwalk design plans and specifications: (Note: Handrails will only be specified for one board walk as identified in the Responsibilities and Tasks section.)

https://www.fs.usda.gov/recreation/programs/trail-management/documents/plans/trail_dwgs/STD_934-10-01_Standard_Puncheon.dwg

https://www.fs.usda.gov/recreation/programs/trail-management/documents/plans/trail_dwgs/STD_934-10-02_Standard_Puncheon.dwg

- Maryland Park Service Best Practices for Trail Construction (BMP's) - See Attachment B

b. Project Goals

CFHS, Inc. is working with Maryland Department of Natural Resources to restore/rehabilitate the existing pedestrian trail between the Catoctin Furnace ruins and the Cunningham Falls State Park Manor area located near Thurmont, Maryland. CFSP contains both significant historical (National Register of Historic Places) and natural resources. The trail will be utilized to move visitors between the historic area and the Manor area via this trail which contains two bridges, neither of which is part of this project: one bridge is over US Route 15 and the second bridge, an historic bowstring arch bridge, spans Little Hunting Creek. However, in each case, the trail restoration/rehabilitation will go up to the edge of the respective bridges, ensuring that the bridges are properly tied into the trail. The trail is designed and will be used exclusively by pedestrians. The Project Area topography is along the bank of Little Hunting Creek, with stream views and exposed rock in several places and along and among historic landscape features associated with historic Catoctin Furnace in other places. These features include slag heaps and a railroad bed. Twelve interpretive waysides will be installed along the trail (waysides manufactured by others). Six existing waysides will be replaced, and 6 additional waysides will be added. The goal of the trail system restoration/rehabilitation is to provide an easily walkable, interpretive, natural outdoor experience that moves visitors from the parking areas of the Manor area of Cunningham Falls State Park to the historic core of Catoctin Furnace with a trail free of tripping hazards.

CFHS, Inc. is the Project Sponsor and primary Contract Manager, and is a not-for-profit historical society in historic Catoctin Furnace. CFHS has more than 35 members and currently maintains 3 historic structures and the African American Cemetery Interpretive Trail within the village. CFHS members and friends donate over 3,000 hours per year of volunteer work. CFHS will serve as project managers and fiscal oversight of the project. DNR staff at Cunningham Falls State Park will provide direction and oversight of design, construction and finish work as described in the Responsibilities and Tasks section below for the four (4) individual trail sections outlined on the map and will be responsible for the maintenance of the restored/rehabilitated trail once completed. SHA will provide grant oversight and work with CFHS and DNR to ensure that all grant requirements are met. The selected Contractor will execute a contract (Construction Contract) with CFHS, Inc. for the work contemplated in this IFB, and CFHS, Inc. will pay amounts due under the contract.

c. Site Description

The existing trail has exposed rock, roots, and other significant trip hazards. Additionally, Section 1 of the trail is subject to poor water retention rendering passage difficult at times. The trail is lined by dense vegetation including invasive species. The soil is primarily a mix of clay and broken rock. The trail passes through and along significant historical landscape features such as slag heaps and a railroad bed. The trail also skirts the ruins of the historic Ironmaster's Mansion. While the State of Maryland, Maryland Historical Trust and State Highway Administration have approved a Minor Programmatic Categorical Exclusion (Minor PCE) for the project, CFHS will provide an archaeologist to monitor any ground disturbance. Some soil and/or smaller rocks may need to be moved to create a well drained tread consistent with the BMP's that is easily passable by pedestrians. Due to the historic significance of the area, all trail improvements must occur at or above grade of the trail surface except for installing and securing posts for elevated boardwalks and the removal and reinstallation of the interpretive waysides.

There is one stream crossing along the existing trail but since this project does not include the bridge (the historic bowstring bridge), there is no need for an MDE permit for trail construction.

The existing trail bed skirts Little Hunting Creek near the Manor Area terminus in Section 1. Contractor will not be required to perform any work within 10 feet of this stream bed.

d. Responsibilities and Tasks

Work Items – For all Included Trail, Contractor shall:

- a. Trail restoration/rehabilitation of 1,656 linear feet of existing natural surface trail no less than 3 feet wide and not to exceed 5 feet wide based on field conditions. Trail work will include trail resurfacing along the entire length (except elevated boardwalk sections) with a nonwoven geotextile fabric and cover to a minimum 3" compacted depth with crushed blue stone to match the existing material on the African American Cemetery Trail to cover roots and large rocks. Work may include hand cutting of protruding roots, trimming vegetation, invasive species removal, and cleanout/repair of water diversion devices. Removal of any live tree must be approved by DNR staff prior to cutting. Project includes the construction of five (5) elevated boardwalks 5 feet wide and not to exceed (NTE) a combined 376 linear feet (LF) over identified low lying areas. Install 12 interpretive waysides (waysides supplied by others). A trail reroute of 94 linear feet shall be constructed to avoid a drainage area. All work needed to create a trail tread easily passable by pedestrians.

Section 1 (Manor Area Lot to SHA Pedestrian Bridge): 680 LF. Complete a 94 LF trail reroute that included a section of boardwalk NTE 26 LF from the trail entrance to the main trail to circumvent existing retention area. Remove existing timber steps and

regrade accumulated stone dust to reduce water run-off from the parking lot impacting the trail. Restore abandoned trail parts to a natural state. Resurface and raise trail tread as specified above to cover exposed roots and large rocks in the existing trail tread by using stone dust and filter cloth. Install a second section of boardwalk NTE 90 LF to allow for an existing drainage area.

Section 2 (SHA Pedestrian Bridge to Slag Heap Step): 275 LF. Resurface trail tread. Remove or raise the trail surface to cover exposed tree roots and rocks. Installation of a temporary access trail may be necessary to access this section. No heavy equipment may be used in this section.

Section 3 (Slag Heap Steps to the Bowstring Bridge): 176 LF. Resurface trail tread to bridge abutment. Install a boardwalk NTE 110 LF from the staircase landing. Installation of a temporary access trail may be necessary to access this section. No heavy equipment may be used in this section.

Section 4 (Bowstring Bridge to paved trail at House Ruins): 525 LF. Resurface trail tread from bridge abutment to asphalt trail. Install two (2) boardwalks. One boardwalk with railing NTE 35LF is to be placed as identified adjacent to the historic raceway (identified by a wayside panel). The second boardwalk NTE 115 LF will be placed between the slopes of the historic railbed. Eliminate and restore to a natural state an abandoned 50 LF section of trail near house ruins.

- b. Wayside installation- Twelve interpretive waysides will be installed along the trail (waysides manufactured by others). Six existing waysides will be removed and replaced, and 6 additional waysides will be added. All will be installed to manufacturer specifications with Sakrete or an equivalent product. Waysides are located throughout the trail and locations will be identified on a map.
- c. Stream Protection – Contractors must ensure protection of stream from sediment due to construction activities. Contractors must use 100% biodegradable natural fiber-filter logs and secured in such a manner that they remain in place after project completion. Filter logs must be used when trail construction occurs within 20 feet of the stream. (There is no need for an MDE permit for trail construction).
- d. Finishing and Restoration - Complete all finishing and restoration work described in the BMP's. Note that restoration work includes covering spoils and other disturbed areas (other than the trail tread itself) with leaves or other vegetative matter immediately after machine work is completed daily. **If there are not enough leaves available along any portion of the trail, the contractor will procure and spread straw and annual rye grass seed along that trail section at the contractor's expense. All asphalt parking areas outside of designated storage areas must be**

free of stone and debris at the end of each workday. Asphalt storage areas must be free of stone and debris at the conclusion of the project.

If the Contractor discovers any discrepancies in these specifications, supporting materials, or reference documents, they should be brought to CFHS's attention immediately. Such discrepancies do not relieve the Contractor from their responsibility to complete the work to the agreed terms.

Equipment and Access – All necessary equipment will be brought onto the Project Area via the Manor Area at Cunningham Falls State Park and the Catoctin Furnace area along Route 806. **No access for personnel or equipment for this contract is permitted from Route 15 at any time.**

Staging areas for the project will be in the parking lots of the Manor Area of Cunningham Falls State Park and of the Catoctin Furnace Historic Area. Contractors will be solely responsible for securing all equipment and materials left on site to prevent access by the general public that may visit the park during the construction period. The CFHS and MD DNR will not be held responsible for any damaged or stolen equipment or materials.

Contractor may drive mechanized equipment (small tractors, powered wheelbarrows) along the trail but must take care not to leave the designated trail corridor and take all precautions to limit unnecessary ground disturbance in the sensitive historic area. Methods to protect all paved surfaces and the tread of the bowstring bridge must be taken. No heavy machinery (ex: small tractors, skid steers, mini-excavators or larger equipment) can be moved across this historic bridge and, therefore, cannot be used in sections 2 and 3 of the project. Contractors must provide mats to protect the bridge tread if powered wheelbarrows and other similar sized equipment are used. Contractors must include pictures of any such equipment for approval prior to use.

The contractor may make two access trails covered with temporary removable mats or shredded hardwood bark that will remain in place after completion of project to minimize ground disturbance and avoid using the bowstring bridge and pre-existing steps. The locations of these access trails have been predetermined and are located on the attached map. The access trail corridors must be restored to a state of impassibility and not resemble an active trail upon project completion. **Any materials brought in via temporary access trails from the shoulder of Route 806 must be off-loaded directly from the truck or trailer. No equipment or materials may be stored on the SHA Right of Way when not actively being worked with. It is the responsibility of the contractor to provide and use all appropriate signage and safety equipment for work along a roadside as determined by state law and OSHA.**

e. Project Timeline

The Contractor shall submit a project timeline as part of their bid submission. If accepted, the Contractor will be expected to follow this timeline. All work must be completed by October 1, 2023, and this deadline will be incorporated in the mutually agreed project timeline with delay penalties totaling approximately 5% of the contract value established in the Construction Contract. However, should there be delays incurred by any act, fault, or neglect of CFHS or by any damage cause by fire, flood or other event over which the Contractor has no control, (but excluding normal rainfall) the time to complete the work may be amended by mutual agreement of both parties.

3. Contractor Requirements: General

a. Contract Initiation Requirements

Within 15 Business Days of execution of the Construction Contract, the Contractor shall provide a staffing plan, equipment plan, and an updated Project Schedule showing proposed construction start date and timeline to complete scope, consistent with the project deadline.

Approximately two weeks before construction start date, the Contractor shall schedule a kickoff meeting at the site to address final project details. Required invitees to kickoff meeting include CFHS, Inc. as Project Manager, MD DNR, MDOT SHA Recreational Trails Program Manager, and any other third parties critical to the successful completion of the scope.

b. Weekly Meetings and Inspections

The Contractor shall participate in a weekly progress meeting, either in-person or by phone, beginning the first week following the commencement of construction and to be mutually agreed upon by the project manager and the Contractor thereafter. Project manager will conduct site inspections weekly to inform these progress meetings.

c. Invoicing

The Contractor hereby agrees to undertake the project for the fee and/or the unit prices set forth in their bid and any additional sums added by approved change order. Payment shall be in proportion to the services performed.

Contractor shall, at the end of each month, submit on its standard form an itemized invoice for its services rendered. The invoices shall indicate the percentage completion of each of the major tasks, and the total amount due for the billing period.

Contractor will submit the invoice directly to CFHS, Inc. This invoice will be reviewed and verified for work accomplished by both CFHS, Inc.'s Project Manager and the MDOT SHA Recreational Trails Program Manager.

Invoice payment will be made by CFHS within 30 days of receipt.

In event of dispute or defective work, CFHS, Inc. reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means. Any such withholding shall not excuse Contractor from proceeding diligently with the performance of services under the Contract Documents.

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

d. Insurance Requirements

CFHS, Inc. and the State of Maryland Department of Natural Resources (DNR) shall each be named as an Additional Insured on each contractor/subcontractor's General Liability and Umbrella policy. A Certificate of Insurance shall be submitted to CFHS, Inc. and DNR evidencing the following coverage with an unconditional 30 day notice of cancellation striking the "endeavor to" wording. This Certificate must be submitted before any work will be permitted.

a. Workers' Compensation Insurance - Statutory limits and Employer's Liability Insurance of \$1,000,000 bodily injury each accident/\$1,000,000 policy limit for each employee/\$1,000,000 per employee bodily injury by disease.

b. Commercial General Liability Insurance - This coverage must include premises/operations as well as products/completed operations with no exclusion for collapse, underground or explosion. Contractual Liability should also be included as well as a waiver of subrogation.

The minimum required limits are as follows:

\$2,000,000 General Aggregate Limit

\$2,000,000 Products/Completed Operations Aggregate Limit

\$1,000,000 Personal & Advertising Injury Liability Limit

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit (Per Person)

c. Business Automobile Insurance with a minimum of \$1,000,000 combined single limit of liability.

d. Commercial Umbrella Insurance with a minimum limit of \$2,000,000 per Occurrence.

e. The Contractor shall require each subcontractor to maintain, at a minimum, the same coverage as outlined in A through D above.

e. Problem Escalation Procedure

A claim is a demand or assertion by Contractor seeking adjustment or interpretation of the terms of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. Claims must be made by written notice and shall be made by Contractor promptly after the occurrence of the event giving rise to the claim, but in no event later than 21 days after such occurrence or within 21 days after Contractor first recognizes the condition giving rise to the claim, whichever is later. Supporting data shall be provided with the notice of a claim. Contractor shall certify that the claim is made in good faith, that the supporting data is accurate and complete to the best of its knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which Contractor believes CFHS, Inc. is liable. All provisions of this paragraph are conditions precedent to any claim and all provisions must be satisfied otherwise the claim shall not be valid. Any additional claim made after the initial claim has been implemented by change order or amendment to this Agreement shall not be considered. No claim by Contractor shall be allowed if demanded or asserted after final payment under this Agreement.

Pending final resolution of the Claim, including litigation, unless otherwise agreed in writing, Contractor shall proceed diligently with the performance of its services under this Agreement and CFHS, Inc. shall continue to make payments in accordance with the terms of this Agreement.

Any failure of the Contractor to give any notice, to provide supporting data or claim certification, or to file any appeal within the times set forth in this Agreement, shall forever bar and waive the claim regardless of whether CFHS, Inc. incurred or demonstrates any prejudice resulting from the Contractor's failure to meet the time limits set forth in this Agreement.

f. Substitution of Personnel

All key Personnel listed in response to the IFB shall not be changed, except with prior written approval of CFHS, Inc. Contractor must submit to the Project Manager a list of all proposed additional Personnel and may not retain any without the prior written approval of the Organization. All personnel shall be and remain satisfactory to CFHS, Inc. and shall not be changed without prior written consent of CFHS, Inc. unless personnel cease to be in Contractor's employ in which case substitutes must be provided and must be acceptable to CFHS, Inc.

Contractor represents that all necessary personnel required to perform the services under this Agreement are not employees of and do not have any contractual relationship with agencies providing funds for the project.

4. Procurement Instructions

a. Pre-Proposal Conference Call and Site Visit

Contractor's attendance is not required but is strongly encouraged. A pre-Proposal on site meeting will be held on Monday, October 24, 2022 at 1 pm. The meeting and site visit will begin at the Catoctin Furnace Ruins parking lot, 12698 Catoctin Furnace Road, Thurmont, Maryland as indicated on the Key Information Summary Sheet. Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for questions.

b. Questions

Questions concerning this IFB must be directed to the procurement officer identified on the Key Information Summary Sheet by the date and time identified on the Key Information Summary Sheet. Answers to any submitted questions that are not clearly specific only to the requestor will be distributed via email and posted on CFHS, Inc.'s website.

c. Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

d. Bid Due (Closing) Date and Time

Bids are due at the date and time identified on the Key Information Summary Sheet.

e. Public Information Act Notice

The Bidder should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP Section 5.3.2.B "Claim of Confidentiality"). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal. Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

f. Award Basis

A Contract shall be awarded to the lowest responsive and responsible qualified bidder.

g. Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the Bid due date and time.

h. Revisions to the RFP

If the IFB is revised before the due date for Proposals, CFHS, Inc. shall post any addenda to the IFB on the website and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check the website for any addenda issued prior to the submission of Bids. Acknowledgment of the receipt of all addenda to this IFB issued before the bid due date shall be included in the bid submission. Addenda made after the due date for bids will be sent only to those Bidders that remain under award consideration as of the issuance date of the addenda.

Acknowledgement of the receipt of addenda to the IFB issued after the bid due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed non-responsive.

i. Cancellations

CFHS, Inc. reserves the right to cancel this IFB, accept or reject any and all submissions, in whole or in part, received in response to this IFB, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of CFHS, Inc.

CFHS, Inc. reserves the right, in its sole discretion, to award a Contract based upon the written submissions received without discussions or negotiations.

j. Incurred Expenses

CFHS, Inc. will not be responsible for any costs incurred by any Bidder in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

k. Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

l. Bidder Responsibilities

Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.

All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Bidder's Proposal. If applicable, subcontractors utilized in meeting the established DBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this IFB.

If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder will be evaluated on the extent to which the Organization determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the

performance of the Contract, and the value of the parent's participation as determined by the Organization.

m. Acceptance of Terms and Conditions

By submitting a bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB. No exceptions to this IFB will be accepted.

n. Relationship of the Parties

This project is offered and managed by CFHS, Inc. and is being performed on land owned and operated by the Department of Natural Resources Maryland Park Service (MPS). The funding for the project is through the Recreational Trails Program administered by the Maryland Department of Transportation State Highway Administration (MDOT SHA). CFHS, Inc. is responsible for ensuring that the work completed is acceptable to both MPS and MDOT SHA. The project will be monitored and inspected by all parties, but all work will be directed by CFHS, Inc.

o. Proposal Affidavit

A bid package submitted by the Bidder must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included with this IFB as Attachment F.

p. Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment G. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

q. Compliance with Laws/Arrearages

By submitting a response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

r. False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

Falsify, conceal, or suppress a material fact by any scheme or device.

Make a false or fraudulent statement or representation of a material fact.

Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

s. Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at: <http://www.gomdsmlbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

t. Electronic Procurements Authorized

Under COMAR 21.03.05, unless otherwise prohibited by law, the Organization may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

“Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsa/>), and electronic data interchange.

In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

A. The Procurement Officer may conduct the procurement using e-mail to issue:

- 1) The IFB;
- 2) Any amendments;
- 3) Pre-Proposal conference documents;
- 4) Questions and responses;
- 5) Communications regarding the solicitation to any Bidder or potential Bidder;
- 6) Notices of award selection or non-selection; and
- 7) The Procurement Officer’s decision on any protest.

B. The Bidder or potential Bidder may use e-mail to:

- 1) Ask questions regarding the solicitation;
- 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail but only on the terms specifically approved and directed by the Procurement Officer and;
- 3) Submit a "No Proposal Response" to the IFB.

- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Filing of protests;
- B. Filing of Contract claims;
- C. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

u. DBE Participation Goal

There is no DBE goal for this procurement.

v. Living Wage Requirements

There is no living wage requirement for this procurement.

w. Federal Funding Acknowledgement

This Contract contains federal funds but Davis Bacon rates are not required.

x. Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit is not required pursuant to COMAR 21.05.08.08(F) for this procurement. An Bidder is required to disclose to the Procurement Officer any actual or potential conflict of interest as it arises, before or after award, in accordance with COMAR 21.05.08.08.

y. Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

5. Bid Submission Format and Method

Two Part Submission

Bidders shall submit procurement documents in pdf format in separate emails :

Email 1 –Qualifications

Email 2 – Bid

Both emails should be sent to info@catoctinfurnace.org. Emails should have the following subject lines:

Email 1 - The Iron Trail IFB RT2208 – Qualifications

Email 2 – The Iron Trail IFB RT2208 – Bid

Only qualified contractors will be eligible to bid. Bids received from non-qualified contractors will not be considered. All contractors must submit their qualifications along with their bid for the project. This will be a two-step sealed bidding process. In the first phase, the qualification of bidders will be reviewed. In the second phase, those bidders who have been found to be qualified during the first phase will have their price bids considered. Both Qualifications and Bids will be opened and reviewed at the time and place shown on the Key Information Sheet

Qualification Submission:

The following must submitted in a separate email:

- A document covering the Minimum Qualifications set out in Section 1 of this IFB, including sections that document that Offerer is a Trail Building Enterprise and has Related Experience

Bid Submission:

The attached Bid Submittal sheet and Proposal Form packet shall be filled out completely and submitted in a single package, in a separate email. The Bid Submittal Form is used to calculate the Bidder's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Bid Submittal Form:

- A. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B. All Unit Prices must be the actual price per unit CFHS, Inc. will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C. All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.

- D. Any goods or services required through this IFB and proposed by the vendor at **No Cost to CFHS, Inc.** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E. Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Bidder prior to submission shall be initialed and dated.
- F. Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G. It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H. All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- I. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

Bid Notes:

- **Transmit in PDF via separate email!**
- Each Work Item is a fixed-cost bid. Estimated quantities and distances are provided for reference. Unless otherwise stated in project specifications, price is for all labor, machinery, tools, equipment, materials, and supplies to complete the Work Item.
- Bidders should visit project site prior to bidding.
- Provide a price for each Work Item. CFHS, Inc. reserves the right to reject incomplete bid forms.
- CFHS, Inc. reserves the right to award a subset of Work Items.

**BID SUBMITTAL SHEET****THE IRON TRAIL****IFB # RT2208****PROJECT ELEMENTS AND COSTS**

Item #	Description	Qty	Unit Price	Total Cost
1	Restoration/Rehabilitation	[Add #]		
2	Boardwalk Construction	[Add #]		
3	Wayside Replacement and Installation	[Add #]		

Total Cost _____**Bidders Name:** _____**Address:** _____
_____**Telephone:** _____**Fax:** _____**Signature:** _____**Date:** _____

Submit a price for each line item on the bid form. Bidders shall not provide any comments on the bid form. If comments are provided, the bid may be found non-responsive.

Appendix C.



Project Location Map

Project Name: CFHS Catoctin Furnace Trail


National Recreational Trails Program

USGS Quad: Catoctin Furnace

County: Frederick

Date: 08/25/2022

Legend

 RT2208 Project Limits

0 0.075 0.15 0.3 Miles

1:8,000



Best Practices for Natural Surface Trail Construction

Maryland Park Service
Version 1.1 - February 2019



SECTION 1: GENERAL

1.1 Open Job Site And Public Safety

It is likely that the job site is reachable by the general public. Contractor shall ensure that reasonable precautions are taken to protect the public at all times where work is being performed.

This includes but is not limited to: clearly marking trail entrances to construction area as closed ideally with suggested alternate routes to circumnavigate affected areas, not using the greater trails system for mechanized access without informing the public and/or using dedicated spotters, employing dedicated spotters when felling trees or performing other tasks which may have effects outside the immediate construction area.

1.2 Invasive Species

To reduce the spread of invasive plant species all hand tools and mechanized equipment should be free of invasive seeds and clean of any dirt and mud when entering a project site. When transferring materials between distinct locations within the project site all tools and equipment must again be cleaned to discourage transport of invasives in the local landscape.

1.3 Disposal of Materials and Supplies Not Used

Materials, supplies, etc., delivered to the job but not used shall be removed from the site and properly disposed of by the Contractor.

1.4 Access Control

The Contractor is prohibited from installing gates, cables, chains, fences, and other types of barricades to limit access to the project site without prior written permission from the client and land manager.

SECTION 2: EROSION AND SEDIMENTATION CONTROL

2.1 Introduction

Management of erosion and sediment on a project may be defined in a provided Storm Water Pollution Prevention Plan (SWPPP). In such cases, all construction activities must conform to the requirements of the SWPPP. Any inconsistencies created

by the construction specifications do not excuse the Contractor violating the procedures and requirements laid out in the SWPPP.

No excavation or fill is permitted in wetlands. Wetlands will not be marked in the field. It is the responsibility of the Contractor to consult with client prior to doing any work within suspected wetlands areas.

2.2 Excavation + Finishing Sequence

To satisfy general erosion and sediment control concerns, trail must be finished and stabilized as the project advances. Ideally, all roughed-in corridor will be finished the same day. Stabilization includes covering excavated areas with local forest duff or approved alternate materials. Any segments requiring delayed finishing (e.g. greater than seven (7) days) must be approved in advance by client.

2.3 Filter Strips

Filter strips are vegetated areas downslope of the trail corridor intended to treat sheet flows coming off the tread. Filter strips function by slowing down flow velocities, filtering out sediments, and providing an opportunity for infiltration into the underlying soils. Properly mulched spoils may be designated as part of the filter strip. Filter strips shall not be used as regular travelways for equipment and materials. Areas with inadequate filter strip capacity above waterways may require installation of formal erosion control measures to satisfy erosion and sediment control plan requirements.

At all times, filter strip characteristics must satisfy the terms of the project SWPPP.

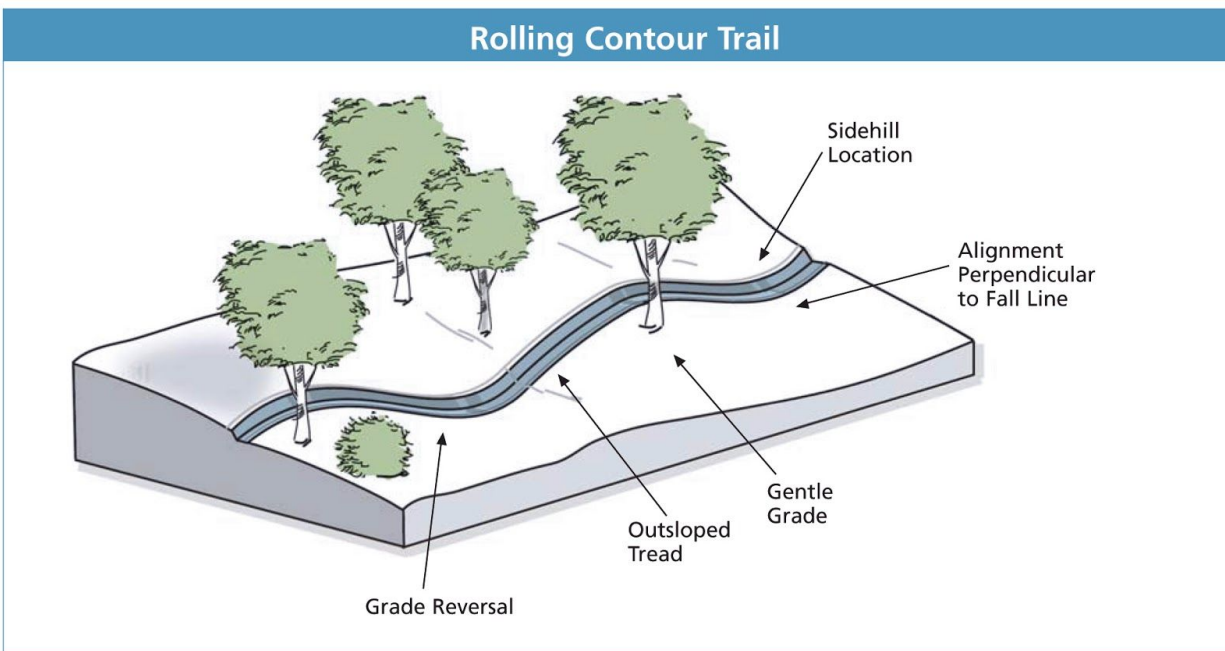
2.4 Filter Logs

Filter Logs are commonly specified in a trail project SWPPP when it is expected that buffers/filter strips cannot be maintained to wetland/waterway features. Logs must be installed to comply with Maryland Department of the Environment erosion and sedimentation control standards. Logs which are 100% biodegradable (e.g. no plastic netting) are strongly suggested so there is the option to leave logs in-place to degrade. Log staking should be done to comply with standards while also reducing the fall risk to trail users.

SECTION 3: TRAIL CONSTRUCTION

3.1 Detailed Design

Many projects are defined by a center-line corridor leaving it to the Contractor to layout a detailed design within the bounds of that corridor. This document and its recommendations do not constitute a design manual. The Contractor is expected to be familiar with the sustainable natural-surface recreation trail design principals promulgated by resources such as the US Forest Service *Trail Construction and Maintenance Notebook* and the International Mountain Bicycling Association *Trail Solutions: IMBA's Guide to Building Sweet Singletrack*.



Rolling Contour Alignment is a Cornerstone of Sustainable Trail Design

3.2 Corridor Clearing

Corridor clearing shall be confined to within four (4) feet of trail and backslope edges or as detailed in the project specifications. Within the specifications, pruning should be done with a light touch (invasive species excepted), only removing materials necessary to clear route and create sightlines. Proper pruning technique includes cutting limbs at intersections and not leaving stubs or "coat hangers". Always use proper pruning equipment; not acceptable to snap off branches, slash with a machete, etc.

3.3 Trees

The trail is to be built with minimal impact to the over story trees and the surrounding forest. Only brush and small trees should be removed from the trail corridor. Live trees larger than 6" DBH or as listed in project specifications require permission before they are removed. Removal of healthy trees approaching this size should be avoided and only done when there is not a better option. Non-merchantable timber, dead, dying, and rotted trees can be removed to open up the trail corridor as necessary for grading or if they present a clear hazard to trail builders or trail users.

3.4 Debris

No debris created by construction activities shall be left within ten feet (10') of trail. Butt-ends of any sawed limbs must face away from trail. Cut brush and slash must be disposed of in an upland location and must be kept out of streams, gullies, swales, low areas, and suspected wetlands. Distribution of slash should mimic the natural scatter in the local area.

3.5 Tread

All tread should be constructed as full bench whenever possible. If fill is required, it should be supported by a stone retaining wall sufficient to support potential equestrian use. In flatter areas (LT 10%), trail building techniques such as "lift and tilt" are expected to establish long-term positive drainage.

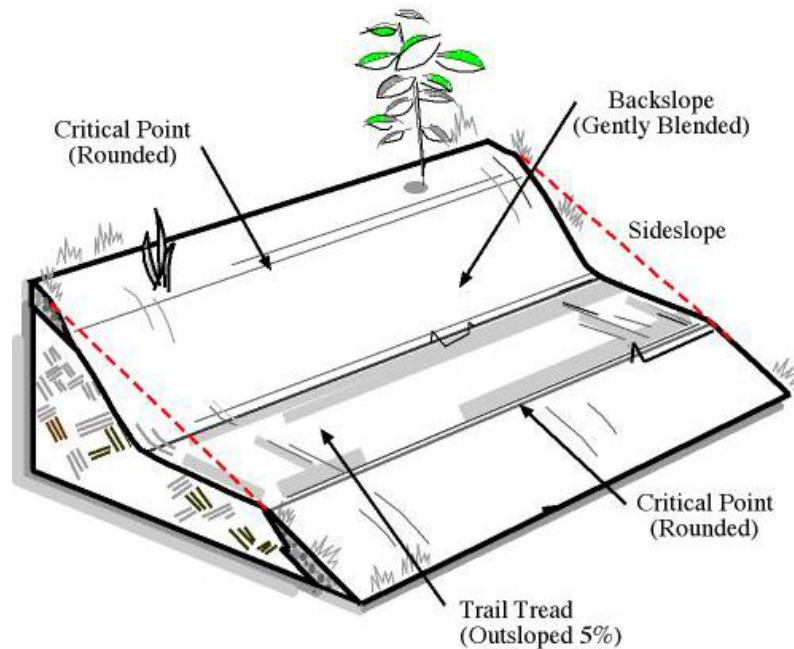
Specific tread widths are a function of the project and will be defined in its specifications. Narrower gateways through natural obstacles (trees, rock outcrops) are encouraged. For trails where the primary managed-use is bicycles, tread widths in areas of dynamic flow, jump landings, and insloped turns, for example, may be wider to accommodate the full range of riding experiences. Significant deviations from these examples require approval of the client.

3.6 Rocks

Maximum size rock material to be left in trail is a function of the project and will be defined in its specifications

Rocks that are unearthed during grading shall be built into trail features or stabilized not more than five feet (5') away from the trail-edge. It is not permitted to allow rocks to roll down the slope. The trail will be routed around or over rocks that cannot be moved with the approved equipment.

These requirements do not apply in areas where rocky tread is integral to the flow goals of a specific segment (e.g., more challenging “blue” or “black” graded). Exceptions also apply in boulder fields or where only a portion of the tread is obstructed. All rock embedded in the trail surface should be stable. When used in structures, care will be taken to match rock to the immediate surroundings; grain patterns, lichen growth, etc. Excess tool marks on rocks is not acceptable. Non-native rock may not be imported into a work area without approval.



Bench Cut Trails Feature a Fully-Excavated Tread

3.7 Woody Material

Woody material such as stumps, logs, brush, and roots shall be removed from the trail tread. No standing stumps less than twelve inches (12”) in diameter shall be left within four feet (4’) of the trail tread.

3.8 Fall Zone Clearing

Areas adjacent to dynamic trail segments where visitors have a greater potential to exit the immediate trail corridor will be cleared of impact focusers; butt-end branches, stumps, and rocks under six-inch (6”) diameter.

3.9 Backslope

Backslope of trail should be graded to the angle-of-repose of the local soil or until it matches the existing slope. In areas where the backslope has the potential to become part of the active tread it must be finished to trail tread specifications.

3.10 Trail, Finished Condition

Finishing extends beyond the trail tread to include backslope, down slope spoils, and drainage features. It is not acceptable to remove roots and other debris from the trail tread only to leave them protruding from backslope.. Spoils rakedown should take care to remove large debris as well so as to match the surrounding forest floor.

3.11 Spoils Stabilization

All excavated materials not used in the trail tread or other trail structures must be stabilized within seven (7) days of not being worked. Spoils should be distributed in a thin layer adjacent to the trail tread. Care should be taken to avoid placing spoils in drainages or swales. When possible, spoils should be mulched with local materials to discourage erosion while native seed stocks reestablish. In areas without adequate native mulch, appropriate alternative materials will be specified appropriate to the site. In certain circumstances, installation of formal erosion control measures may be required.

At all times, spoils stabilization must satisfy the terms of the project SWPPP.

3.12 Grade Reversals

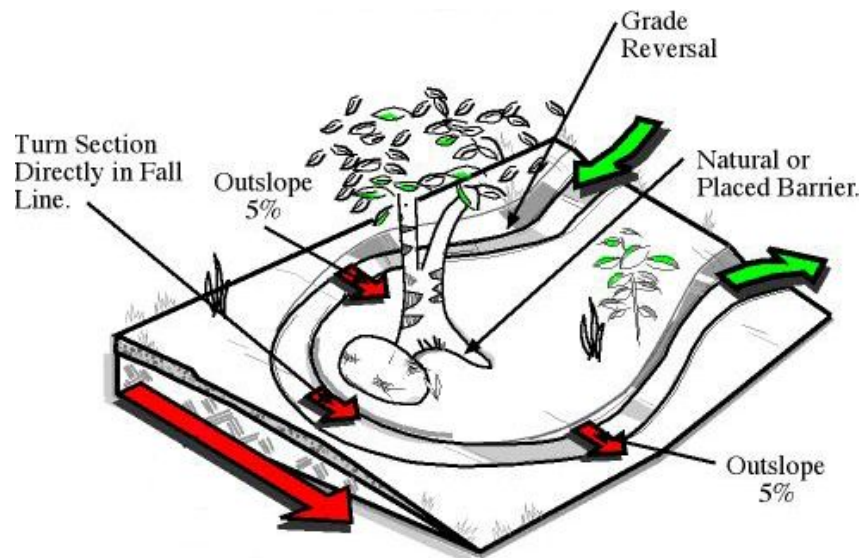
A designed grade reversal or constructed rolling grade dip should occur at least every one hundred feet (100') and preferably more frequently. Any grade reversal must be strongly anchored to discourage short cutting.

For trails where the primary managed-use is bicycles, grade reversals may also double as flow elements, such as rollers, jumps, and pump/rhythm sections. In this context grade reversal shape, size, and placement should reflect the specifications for its location within the system.

3.13 Turns

A turn is a change of direction that results in crossing the fall-line of the hillslope. Turns will be constructed according to the trail tread specifications with the addition of a mandatory grade reversal upslope/prior to the turn and downslope/following the turn.

Turns should be designed and constructed to maintain a consistent radius. Project specifications may include turn radius guidelines. Projects with a primary-use for bicycles may specify the trail tread of the turn be insloped. Turns across slopes greater than 20% (or as defined in project specifications) require the creation of a platform to lessen the grade change through the turn. A switchback is an example of a platform turn. Turn platforms must be constructed to satisfy the terms of Above-Grade Earthen Structures.



Turns Crossing the Fall Line are Anchored by Leading + Trailing Grade Reversals

3.14 Above-Grade Earthen Structures

Any portion of trail rising above the grade of its surroundings must be composed of mineral soil. If soil is scarce, a rock core may be used so long as it provides less than fifty percent (50%) of the total volume of the structure. Use of organic materials, duff, woody materials, etc., is absolutely prohibited.

Fill structures must have a fill slope of at least two-to-one (2:1) or the angle-of-repose of the local soil, whichever is greater. A retaining wall may be substituted for a fill slope with permission of the client. Fill structures must be completely stabilized and compacted in no greater than six-inch (6") lifts. Acceptable techniques include track-packing or compaction via a dedicated tamping unit. Hand tamping is not acceptable. Raw soil faces that do not become tread must be mulched and seeded in the same fashion as spoils and satisfy the terms of the project SWPPP.

Examples of above-grade earthen structures include aggressive grade reversals and turn pads for platform turns.

3.15 Borrow Pits

If borrow pits are created in the course of trail construction they will be finished to satisfy the requirements of the trail and its surroundings: slopes graded to the local angle of repose, stumps and roots trimmed, spoils stabilized and covered with forest duff.

3.16 Water Diversions

All tread should be outsloped at three percent (3%). When not possible or desirable due to purpose-built insloping, resource concerns, or obstruction, water can be directed down the trail for up to fifty feet (50') before a water diversion location.

3.17 Environmental and Historic Preservation

The corridors identified in the provided design have been vetted through an assessment process to ensure they respect sensitive environmental and historic areas. The construction shall avoid any disruption or dislocation of sensitive cultural resources found on the site unless expressly authorized in writing by the client. Any known sensitive cultural areas will be communicated to the Contractor in writing before construction begins. In the event that previously unidentified historical artifacts are found during the construction process, trail construction must be immediately suspended in that area until it can be evaluated and a determination made on how to proceed.

3.18 Trail Closure

Closure specifications apply to temporary access routes and to existing trails being reclaimed as part of project scope. Compacted tread will be scarified to encourage regrowth of native seed stock. Exposed soils will be covered with local leaf litter. Seed and mulch meeting the mix requirements of the SWPPP may be used in this application. Trail tread will be disguised with woody debris. If trail is incised, check dams will be placed at a minimum of every twenty feet (20') to capture sediment. If trail is actively eroding, grade reversals will be added to stem continued damage. Trail corridor will be erased via the placement of vertical debris. If length of trail to be closed is greater than one hundred (100) linear feet then vertical debris must extend a minimum of fifty feet (50') from each end or until visible sight line is diminished, whichever is greater.

SECTION 4: MECHANIZED EQUIPMENT BEST PRACTICES

4.1 Utility Location

An active “Miss Utility” ticket must be open whenever construction operations are occurring. It is the Contractor’s responsibility to manage these tickets.

4.2 Tools

The Contractor shall perform the required work using hand tools and/or small mechanized equipment that is a maximum of fifty inches (50”) in width. Equipment with adjustable width tracks should be able to reduce track width to less than fifty inches (50”). Some sites may not be suitable for equipment this large and other sites may not be suitable for any mechanized equipment regardless of size due to terrain constraints. Larger equipment may only be substituted with prior expressed permission of the client. Permanent modification of trail outside the scope of work to accommodate equipment access (e.g., widening of an existing trail) is not desirable and must be specifically approved in advance by the client.

4.3 Mechanized Equipment; Use

All track marks will be raked smooth. Affected area will be finished to have a *nature shape*, e.g., spoils piles rounded, smoothed and cleared of significant brush, blade edges blended. A spill kit suitable for five gallons of fluid will be onsite and within 500 feet of mechanized equipment whenever equipment is being operated. Scarring of trees is to be avoided. Significant and repeated scarring may result in a financial penalty up to the replacement value.

Machine service and fueling is not permitted within 100 feet of a wetland or drainage.

Machine access is restricted to the trail corridor. Separate access routes may only be created and used with the prior permission of the client. Any approved access route must be retired and reclaimed back to its original condition upon project completion. Contractor should confirm the capacity of any structure (e.g. bridge, culvert, etc) before using. Damage to any road/trail or structure caused by the Contractor’s use will be repaired at their expense. If equipment with metal tracks are used, the Contractor is expected to employ best-practices, such as the use of rubber mats, to protect facility infrastructure during loading/unloading, site mobilization, etc.

4.4 Mechanized Equipment; Requirements

Using mechanized equipment equipped with tracks is strongly recommended. On project work, tracks are required for heavy equipment (greater than 500 lbs. gross weight).

All equipment will be clean and free of debris before introduced to work site. Equipment is subject to inspection at the start and during the project.

All mechanized equipment shall be in good mechanical condition, free of any fluid leaks and be equipped with spark arrestors if applicable.

Each machine will be equipped with at least one readily accessible fully charged fire extinguisher. Mounting locations should be chosen such that at least one fire extinguisher is accessible in the event of a rollover.

A spill kit with appropriate capacity must be mounted on the machine or available within 500 feet whenever equipment is operating.

Any equipment that does not meet these criteria shall be shutdown until in compliance. If not correctable it will be removed from the project site at the request of the client's representative and at no additional cost to the client.

As part of their bid package, the Contractor will be asked to supply the expected list of mechanized equipment required to complete the project.

4.5 Personal Protective Equipment

It is the responsibility of the Contractor to ensure that all employees working on the project equipped with and are using as appropriate the proper Personal Protective Equipment (PPE) for the work being done. Helmets, eye protection, hearing protection, protective gloves, steel-toed boots, and protective clothing are considered some of the basic PPE. Face shields, breath protection, insect repellent, knee pads, shin guards, chaps are some of the other PPE that should be deployed where appropriate for the work being performed and the conditions. The Contractor must have at least one OSHA-compliant First Aid Kit readily available at each worksite.

4.6 Use of Premises – Storage

Contractor shall confine its apparatus, storage of materials, and operation of its employees/subcontractors to limits indicated by law, ordinance, permits, and/or directions of the client, and shall not unreasonably encumber the premises with its materials. Before any work is undertaken the Contractor shall consult with the client's representative and secure from client the use of such space as may be available for the

storage of materials and/or equipment. Contractor will be held responsible for any damage done in connection with the use of this location for storage.

The client is not responsible for any damages that may occur to the Contractor's equipment during storage whether it is from natural causes or caused by man from such unlawful acts as theft, vandalism, and arson. The Contractor is responsible for providing their own property insurance. The Contractor is responsible for providing their own storage and transportation equipment such as trailers, tarps, locks, or other security devices.



BID SUBMITTAL SHEET

THE IRON TRAIL

IFB # RT2208

PROJECT ELEMENTS AND COSTS

Item #	Description	Qty	Unit Price	Total Cost
1	Restoration/Rehabilitation	[Add #]		
2	Boardwalk Construction	[Add #]		
3	Wayside Replacement and Installation	[Add #]		

Total Cost _____

Bidders Name: _____

Address: _____

Telephone: _____

Fax: _____

Signature: _____

Date: _____

Submit a price for each line item on the bid form. Bidders shall not provide any comments on the bid form. If comments are provided, the bid may be found non-responsive.

Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Contractor Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.