

Caroline County Government

109 Market Street, Room 123

Denton, MD 21629

Telephone: (410) 479-0660

Fax: (410) 479-4060

VENDOR CONTRACT

Date: 3/6/2025

- Purchase Under \$40,000
- Purchase Over \$40,000
- Piggyback
- Sole Source
- Renewal

VENDOR:

Name	American Paving Fabrics, Inc.
Address	6910 O'Connor Drive
City, State Zip	Hanover, MD 21076
Phone & Fax Number	410-379-2209
Email	selina@americanpavingfabrics.com
Contact	Kevin McGrath

This Contract made on the date signed below is between the County Commissioners of Caroline County, a body politic and corporate and political subdivision of the State of Maryland (COUNTY), and the VENDOR identified above, a Maryland business or foreign entity licensed to conduct business in the State as set forth below.

I. PRODUCT/SERVICE:

County-Wide Chip Seal/Line Striping/Crack Sealant/Fog Sealant Services

II. STATEMENT OF WORK:

1. Scope of work as listed in VENDOR RFP response "Attachment A"

All work will be performed in compliance with the technical specifications in Attachment "A" and the standards required by the State of Maryland and Caroline County where the highest standard shall prevail. In the absence of such specifications, all work shall be performed to the highest standards of workmanship. All work shall be warranted against defects in material and or workmanship for a period of one (1) year unless otherwise specified.

The VENDOR agrees to the following miscellaneous provisions:

1. The VENDOR is to submit a copy of this Contract and ALL DELIVERABLES with each invoice to COUNTY. The final invoice is to be submitted within 60 days of the completion of this Contract. Caroline issues checks on a biweekly basis. Payment will not be made until all deliverables are received.
2. The VENDOR agrees to operate and provide services in accordance with the provisions of this Contract, with all assurances, terms, and conditions included.

3. The VENDOR assures COUNTY that it possesses the legal authority to enter this Contract and that its governing body has authorized the signatory official to enter this Contract and any subsequent modifications.
4. The VENDOR further assures COUNTY that neither it nor its principals are presently debarred from receiving federal, state, or local funds and shall disclose before execution of this Contract any litigation or potential litigation the VENDOR may be subject to.
5. The VENDOR must comply with the ethics provisions contained in Chapter 33, Ethics, of the Code of Public Local Laws for Caroline County.
6. The VENDOR shall indemnify and hold harmless the COUNTY from any loss, cost, damage, or other expenses including attorney's fees and litigation expenses incurred due to the VENDOR'S negligence or failure to perform any of its contractual obligations.
7. COUNTY reserves the right to cancel this Contract should the VENDOR fail to fulfill in a timely and proper manner its obligations under this Contract.
8. COUNTY, the State of Maryland, and any other duly authorized governmental agency shall have the authority to audit, examine, and make excerpts or transcripts from records pertaining to this Contract.
9. The VENDOR will supply reports and paperwork as required by COUNTY and will retain records pertaining to this Contract for a minimum of three (3) years.
10. The VENDOR will obtain and keep in force, during the terms of the Contract, insurance required by law and such additional amounts as deemed reasonable or prudent by the COUNTY.
11. The benefits and obligations hereunder shall not be sublet, assigned, delegated, or otherwise disposed of by either party, except with prior written consent of the other party.
12. Any sublease, assignment, delegation, or other disposal violating the section shall be null and void.
13. All disputes under this Contract, if not resolved by the parties, shall be resolved in accordance with the laws of the State of Maryland by a court of competent jurisdiction located in Caroline County.
14. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid or unenforceable provisions had not been contained therein. The terms of this Contract shall prevail over any conflicting provision of any Attachment hereto.
15. This Contract merges and supersedes all prior negotiations, representations, and Contracts between the parties hereto relating to the subject matter hereof and constitutes the entire Contract between the parties hereto in respect thereof.
16. In the event of violations or breaches of the requirements of this Contract by the VENDOR, COUNTY may pursue any legal remedies or sanctions as may be appropriate.
17. As evidenced by the signatures below, this Contract is hereby executed pursuant to the terms and conditions contained herein. Pursuant to Caroline County Code, §51-6, the Director of Purchasing, his or her designee, and all Department Directors have the authority to enter into contracts on behalf of the COUNTY within their purchasing authority.
18. The performance of work under this Contract may be terminated by the COUNTY in accordance with this clause in whole, or from time to time in part, whenever the COUNTY shall determine that such termination is in the best interest of the COUNTY. The COUNTY will pay all reasonable costs associated with this Contract that the VENDOR has incurred up to the date of termination and all reasonable costs associated with the

termination of the Contract; provided, however, the VENDOR shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

19. Insurance required by the terms of this Contract,

A. General Liability – Minimum \$2,000,000

- a. This can be a combination of General Liability & Umbrella
OR

b. \$1,000,000 per occurrence and \$2,000,000 aggregate

B. Workers' Compensation Insurance as required by law.

C. All required coverages shall include and specifically name the "Caroline County Commissioners" as an additional insured and loss payee with respect to all operations under the Contract.

The successful bidder will furnish the COUNTY with any up-to-date certificates of insurance stating the requirements listed above at Contract implementation.

20. Nothing in this Contract creates an employee-employer relationship between the VENDOR and COUNTY.

21. The VENDOR shall be prepared to execute a finished project in every way without any extra charge unless specifically provided for within the Contract.

22. Should there be any discrepancies between field conditions after bidding and prior to the beginning of work, the VENDOR shall bring such discrepancies to the attention of the Caroline County Department of Public Works at the work initiation conference.

23. Caroline County shall not be responsible for any conditions resulting from the reuse of materials that are to be disposed of off-site by VENDOR.

24. Before submitting a proposal for this project, VENDOR shall visit the site and thoroughly familiarize himself with the location.

25. The VENDOR shall provide and maintain in a neat sanitary condition such accommodations for the use of their employees as may be necessary to comply with the requirements and regulations of the Health Department of Caroline County or other authorities having jurisdiction and shall commit no public nuisance.

26. The work under this Contract includes all necessary items required for good, safe, and sanitary practices and administration of the project. These requirements are subject to the approval of the COUNTY.

III. TERM

This Contract shall remain in effect for a period of one (1) year, beginning on 4/1/2025, and ending on 3/31/2026. The VENDOR's performance under the Contract shall commence as of the date provided in a written NTP. Upon written notice, the COUNTY may terminate the Contract, in whole or in part, when the COUNTY determines termination is in the COUNTY's best interest; such termination is effective on the date specified in the COUNTY's written notice; and the COUNTY will pay for reasonable costs allocable to the Contract for work or costs incurred by the VENDOR up to the date of termination. The term of this Contract may be extended for FOUR (4) additional one (1) year terms if the parties agree upon the term of the renewal Contract (e.g., price, nature of services, etc.).

EXECUTED on the 7th day of March 2025.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF CAROLINE COUNTY ONLY THIS 6TH DAY OF MARCH, 2025.



Stewart Barroll, Caroline County Attorney

Mark as attached:


- Attachment A - RFP Response
- Attachment B - Scope of work as stated in RFP# CCDPW2025-07

IN WITNESS WHEREOF, each party has executed this Contract on the date set forth with its signature.

Jennifer Reibly, PIO

J. Travis Breeding
President

VENDOR

Signature:  →
Printed Name/Title: Kevin McGrath
Date: 03/07/25
Title: President

PROPOSAL

CAROLINE COUNTY DEPARTMENT OF PUBLIC WORKS

COUNTY-WIDE CHIP SEAL/LINE STRIPING/CRACK SEALANT/FOG SEALANT SERVICES

RFP# CCDPW2025-07

Made this 21 day of February 2025

By American Paving Fabrics, Inc.

Business Address 6910 Oconnor Drive, Hanover, MD 21076

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that have or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with **Caroline County, Maryland**, in the form of contract hereto attached to do the required work in the manner set forth in the specifications and as shown on the drawings.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner), and the providing of all necessary machinery, tools apparatus, and means of performing the work, and the doing of all the above-mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by **Caroline County, Maryland**, and the undersigned shall refuse or neglect within 10 days after receiving the contract for execution, to execute the same and to give the stipulated bond, then said **Caroline County, Maryland**, may at its sole option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void; and the deposit accompanying the proposal shall be forfeit to and become the property of said **Caroline County, Maryland**.

PROPOSAL FORM**CAROLINE COUNTY DEPARTMENT OF PUBLIC WORKS****COUNTY-WIDE CHIP SEAL/LINE STRIPING/CRACK SEALANT/FOG SEALANT SERVICES****RFP# CCDPW2025-07**

County Commissioners of Caroline County, Maryland:

We hereby submit, for your review, our proposal requested by the Invitation to Bid. This proposal includes and incorporates all information as described in this Proposal Form and in Information for Bidders, the same as if specifically written herein.

BIDDER American Paving Fabrics, Inc. Date 02/21/2025

Business Address 6910 Oconnor Drive, Hanover, MD-21076

Signature  Phone 410-379-2209

The Unit Price proposal shall consist of items as listed in Section C.1 on RFP Information for Bidders:

- Check this box if you are eligible for in-county preference based on the guidelines in the Caroline County Purchasing Manual: <https://www.carolinemd.org/DocumentCenter/View/2949/Caroline-County-Purchasing-Manual---Adopted-09-05-17?bidId=>

Item Description	Unit	Baseline	Extended Price	Total Bid Price
Paving & Resurfacing, Mobilization	DAY	<i>Incidental to Other Items</i>		
Maintenance of traffic	1/2 Day	3	\$ 900.00	\$ 2,700.00
Paving & Resurfacing, Traffic Maintenance – MOT /6+ Hours	DAY	1	\$ 1,750.00	\$ 1,750.00
Paving & Resurfacing, Chip Seal installation/materials using #8 stone	YD	250,000	\$ 2.31	\$ 577,500.00
Paving & Resurfacing, Chip Seal installation/materials using #7 stone	YD	250,000	\$ 2.45	\$ 612,500.00
Paving & Resurfacing, Chip Seal Signage	FT	<i>Incidental to MOT</i>		
Single Shot Tar & Chip over dirt road	YD	75,000	\$ 2.90	\$ 217,500.00
Fog Seal	YD	15,000	\$ 1.00	\$ 15,000.00
Supply & Install Paving Fabric	YD	15,000	\$ 3.29	\$ 49,350.00
Crack Filling Supplied & Applied	L.F.	10,000	\$ 1.80	\$ 18,000.00
VMS Rental Board	DAY	1	\$ 76.50	\$ 76.50
VMS Rental Board	MONTH	1	\$ 1520.00	\$ 1520.00
Line Striping 4" Single Yellow Line/ Glass beads are incidental	L.F.	130,000	\$.39	\$ 50,700.00
Line Striping 4" Single White Line/Glass beads are incidental	L.F.	60,000	\$.39	\$ 23,400.00
CONTINGENCY ITEM		1	\$30,000.00	\$ 30,000.00
			Total	\$1,599,996.50

I/We propose to furnish all labor, equipment, certain materials as stipulated herein, and other items necessary and proper to complete work as directed for the **COUNTY-WIDE CHIP SEAL/LINE STRIPING/CRACK SEALANT/FOG SEALANT SERVICES** at the unit prices as stipulated above.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for 30 calendar days after the opening of the Bid Proposals.

The bid items listed above are intended to include all work items associated with a complete project, including mobilization. Some work components of the project may not be specifically listed and as such, it is the contractor's responsibility to include all work required within an appropriate bid item listed above.

Caroline County, Maryland reserves the right to reject all/any bids and to award the Contract in total or in parts, which in their opinion, represents the best value and best serves the interest of **Caroline County, Maryland**.

ALL WORK UNDER THIS CONTRACT SHALL BE CONDUCTED IN COORDINATION WITH, AND AS DIRECTED BY, THE CAROLINE COUNTY DIRECTOR OF PUBLIC WORKS.

EXPLANATION OF SPECIFIC ITEMS

- A. Payment for all material furnished and work done under this Contract shall be made per the unit price bid for each item for the total quantity of the work completed and per all applicable County and State specifications attributable to each bid item. The Contractor shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work authorized in writing by the Engineer.

CONTINGENCY ITEMS

- A. Items listed as CONTINGENCY ITEMS in the Proposal may be used and will be paid for only at the written direction and authorization of the Engineer. Contingency items may be selected in place of, or in addition to, the standard bid items. Such selections are to be authorized by the Engineer in writing. All materials furnished and installed shall be in accordance with County and State specifications. Measurements and payment will be in accordance with the proposal and will include but not necessarily be limited to the furnishing, hauling, placing, and installing of materials, and the furnishing of such manpower and equipment as required to accomplish the work as directed in writing by the Engineer.
- B. Contingency bid items are to be measured and paid for in accordance with the units shown in the Proposal. The contingency item prices shall be applied to compute the value of changes, additions, deletions, and substitutions, which may be made in the work and by order of the engineer. Each unit price shall include the cost for all labor, materials, tools, equipment, overhead, profits, and commissions necessary to complete the item. The stipulated items are defined as follows:

MEASUREMENT AND PAYMENT

Measurement and payment for all work will be per the bid item units.

SUBCONTRACTOR/SUPPLIER LISTING

List all subcontractors/suppliers whose percent of work is two (2%) percent or greater. Provide additional pages as necessary. Types of Work not listed indicate that the Contractor intends to perform the work with his/her own force. The Contractor shall not award work to a subcontractor(s) in excess of fifty (50%) percent of the total contract price, without written approval of **Caroline County**. Failure of Contractor to list subcontractors may result in disqualification of bid.

The following subcontractors/suppliers will be employed by this contract:

No.	Type of Work	Subcontractors Address/Phone	Percent of Work
	Hauling	Knott Enterprises 29280 Piney Neck Road Dagsboro, DE 19939 443-880-3658	2.5%
	Line Striping/Glass Beads	Alpha Space Control Co. 1580 Gabler Road, Chambersburg PA 17201 717-729-5003	2.5%

The following pages of forms, affidavits, and information shall be completed and provided with the submitted bid:

- Drug Abuse Policy in Effect (Circle One) YES NO
- Insurance certificate attached (Circle One) YES NO
- Signature form executed? (Circle One) YES NO
- Affidavit of qualification to bid? (Circle One) YES NO
- Non-collusion certificate (Circle One) YES NO
- References for Similar Work (Need 3) YES NO

Notice to Bidders

Failure to affirm and/or submit the statements requested may cause a bid to be declared "Unresponsive" and rejected.

STANDARD SEALED BID FORM

RFP# CCDPW2025-07

FIRM NAME: American Paving Fabrics, Inc.

SIGNATURE OF AUTHORIZED PERSON: 

PRINT AUTHORIZED PERSON: Kevin McGrath

TITLE OF AUTHORIZED PERSON: President

ADDRESS: 6910 Oconnor Drive, Hanover, MD 21076

TELEPHONE: 410-379-2209

FAX #: 410-796-0272

E-MAIL Selina@americanpavingfabrics.com

BIDDER'S FEDERAL EMPLOYERS' IDENTIFICATION NO. 52-1810889

MARYLAND DEPARTMENT IDENTIFICATION D03661386

This is the number we will use to verify good-standing

BIDDER'S CONTRACTORS LICENSE AND PERMIT NUMBERS:

TYPE OF LICENSE: _____ #: _____

TYPE OF LICENSE: _____ #: _____

IF A BIDDERS AGENT:

BIDDERS AGENT (TYPED): _____

ADDRESS: _____

Submitted by: 

(Signature of the AUTHORIZED PERSON or BIDDERS AGENT)

This line must be signed or the bid will be deemed incomplete

this 21st day of Feb 2025.

COMPREHENSIVE SIGNATURE PAGE 1 OF 2

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

FURTHER, I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT (PARAGRAPHS A-J) ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

This bid form shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the County, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the County is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ (SEAL) Signature Date

_____ Print Signature

WITNESS: _____

Signature

_____ Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

BY:(SEAL) _____
Signature Date

_____ Print Signature

TITLE: _____ WITNESS: _____
Signature

_____ Print Signature

IF A CORPORATION:

NAME OF CORPORATION: American Paving Fabrics, Inc.

6910 Oconnor Drive
Street and/or P.O. Box

Hanover MD 21076 52-1810889
City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: Maryland

BY: [Handwritten Signature] (SEAL) 02/21/25
Signature Date

Kevin McGrath
Print Signature

TITLE: President WITNESS: [Handwritten Signature]
Secretary's Signature

[Handwritten Signature]
Print Signature



NOTICE

All bidders shall complete and submit with their bid the Bid/Proposal Affidavit below.

A. AUTHORITY**I HEREBY AFFIRM THAT:**

I, Kevin McGrath, am the President and the duly
(Name of Bidder) (Title)
 authorized representative of the firm of American Paving Fabrics, Inc.
 whose address is 6910 Oconnor Drive, Hanover, MD 21076, and that I
 possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

NONE

(Conduct prior to July 1, 1977, is not required to be reported).

C. AFFIRMATION REGARDING OTHER CONVICTIONS**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
- (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1) — (14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date,

court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

NONE

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

NONE

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

NONE

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

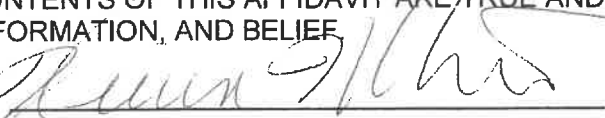
I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Caroline County, the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: 
(Signature of Authorized Representative and Affiant)

Date: 02/21/25

Kevin McGrath
(Print name of Authorized Representative and Affiant)



List of References

Submitted for Caroline County Department of Public Works

County-Wide Chip Seal/Line Striping/Crack Sealant/Fog Sealant Services

RFP#CCDPW2025-07

Wicomico County Maryland
PO Box 1897
Salisbury, MD 21802

St. Mary' County
Department of Public Works
P.O. Box 508
44825 St. Andrews Church Road
California, Maryland 20619

Department of Public Works
Howard County Government
4301 MD Rte. 32
Dayton, MD 21036

*Contacts available upon request



List of Suppliers/Subcontractors

Submitted for Caroline County Department of Public Works
County-Wide Chip Seal/Line Striping/Crack Sealant/Fog Sealant Services
RFP#CCDPW2025-07

Suppliers

CRS-2P

Asphalt Emulsions Ind., LLC
3617 Nine Mile Road
Richmond, VA 23223
804-264-0707

Stone

Vulcan Materials Company LP
Mideast Division
PO Box 101131
Atlanta, GA 30392
301-662-0972



Addendum # 1

Questions & Answers/Scope Clarification

CCDPW2025-07

Chip Seal/Line Striping/Crack Sealant/Fog Sealing Services

1. Is this job certified or scale pay?
 - a. No

2. What month should we use for the Asphalt Index
 - a. February 2025

3. Is there extensive prep work?
 - a. It should be minimal, but each job will vary.

4. Is liquidated damages based on work days or calendar days?
 - a. Calendar days

I hereby acknowledge receipt of addendum no. 1.

A handwritten signature in black ink, appearing to read "Kevin McGrath", is written over a horizontal line.

**Kevin McGrath, President
American Paving Fabrics, Inc.
02/20/2025**

INFORMATION FOR BIDDERS

CAROLINE COUNTY DEPARTMENT OF PUBLIC WORKS

COUNTY-WIDE CHIP SEAL/LINE STRIPING/CRACK SEALANT SERVICES

RFP# CCDPW2025-07

C.1 GENERAL

The County Commissioners of Caroline County are accepting bids (written quotes) for the County-wide Chip Seal/Line Striping/Crack Sealant/Fog Sealing services for various roads throughout Caroline County. Specifications and standards shall consist of chip sealing on designated County roads with a single course of cover aggregate as specified. The work under this contract shall consist of providing all labor, materials, equipment, and traffic control and clean-up necessary to complete the chip sealing/line striping/crack sealant and fog sealing services.

The scope of this contract includes but is not limited to:

- Furnishing all the labor, equipment, and materials necessary to apply a CRS-2P Tar and double-washed Maryland #7 or Maryland #8 Crushed Limestone Chip seal on various county roads. This work shall consist of one or more applications of bituminous material applied to the prepared surface with each application being covered with either coarse or fine aggregate before the next application of bituminous material. The work shall be done following this specification or following applicable drawings or plans of this contract.
 - *All damages caused by tar/paint/stone chips on traveling public vehicles will be repaired by the Contractor or Contractor's insurance. The contractor is to provide a contact name and number for citizens to call for resolution*
- A. MOT** - Required amount staff/signs, sign types to provide proper Temporary Traffic Control according to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD)
- B. Sweep** – All road surfaces must be swept before applying tar/fog seal coat
- C. Even spray of CRS-2P tar**
- D. Chip Spreader** – Full-width 20ft or larger chip spreading machine
- E. Roller** – Minimum 2 passes per course utilizing a 6-ton rubber tire roller. Roll the surface until the aggregate is uniformly embedded into the asphalt. Discontinue rolling if the aggregate begins to crush.
- F. Coarse Aggregate** - CRS-2P Tar and double-washed Maryland #7 or Maryland #8 Crushed Limestone
- G. Material and Rate of Application**- CRS-2P application rate to be .05 - .60 gallons per square yard, depending on road condition.
- H. Line Striping** - Yellow/white paint thickness to be 15 mils, + /- 1 mil.
- I. Glass Beads** – Applied at a rate of 7 lbs. to 9 lbs. per gallon.