Worcester County Administration 1 West Market Street, Room 1103 Snow Hill, Maryland 21863



INVITATION FOR BID

PROJECT:	Public Landing Shoreline Protection	
DEPARTMENT:	Recreation and Parks	
	VENDOR:	
NAME:		_
ADDRESS:		_
_		_
	BID OPENING:	
DATE:	Monday, September 8, 2025	
TIME:	2:30 PM	

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County ("County") to contract for the installation of a new 400 +/- linear foot bulkhead/retaining wall in conformity with the requirements contained herein ("Bid Document(s)").

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

C. QUESTIONS AND INQUIRES

- 1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
- 2. The last date to submit questions for clarification will be noon on Friday, August 29, 2025.
- 3. Addenda are posted on the County website at https://www.co.worcester.md.us/ under County Info: Bid Board: at https://www.co.worcester.md.us/commissioners/bids at least five calendar days before bid opening.
- 4. It is the Vendor's responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

- 1. Use only forms supplied by the County.
- 2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
- 3. Bid Documents should be compiled as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document,
 - (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
- 4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- 5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
- 6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
- 7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
- 8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Worcester County Commissioners and will be identified with the project name: **PUBLIC LANDING SHORELINE PROTECTION** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

- 2. Bids must be mailed or hand carried to the Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863, in order to be received prior to the announced bid deadline. Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.
- 3. Bids are due and will be opened at the time listed on the front of this Bid Document.
- 4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
- 5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
- 6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
- 7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
- 8. Minority vendors are encouraged to participate.
- 9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
- 10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. **OPENING OF BIDS**

- 1. Bid Documents received on time will be opened publicly and Vendors' names and total costs will be read aloud for the record.
- 2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

- 1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
- 2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
- 3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.

- c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
- d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
- e. Evidence of adequate insurance to comply with Contract terms and conditions.
- f. Statement of current workload and capacity to perform/provide the Goods and/or Services.
- g. Explanation of methods to be used in fulfilling the Contract.
- h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
- 4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
- 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

- 1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
 - All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors. For more information on the Certificate of Status please see http://www.dat.state.md.us/sdatweb/COSinfo.html.
- 2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

- 1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
- 2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

Before a Vendor submits the Bid Documents it will need to become fully informed as to the
extent and character of the Goods and/or Services required and are expected to completely
familiarize themselves with the requirements of this Bid Document's specifications. Failure to do
so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No
consideration will be granted for any alleged misunderstanding of the material to be furnished or

the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

- 1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
- 2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
- 3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
- 4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

Bid Documents will be prepared simply and economically, providing straightforward and concise
description of the Vendor's capabilities to satisfy the requirements of the Bid Documents.
Emphasis should be on completeness and clarity of content. Elaborate brochures and other
representations beyond that sufficient to present a complete and effective Bid Document are
neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

- 1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
- 2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

- A written award by the County to the Successful Vendor in the form of a Purchase Order or other
 contract document will result in a binding Contract without further action by either party. If the
 Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance
 documentation, the County will have the right to award to the next responsible and responsive
 Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of
 receipt of the Contract.
- 2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
- 3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
- 4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. **DEFAULT**

- 1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
- 2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

- 1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

- 1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
- 2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
- 3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

- 1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
- 2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
- 3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

- 1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
- 2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
- 3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
- 4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
- 5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

- 1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
- 2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.

3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

- 1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
- 2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
- 3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

- 1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
- 2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at https://www.co.worcester.md.us/commissioners/bids. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

- 1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
- 2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

- It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- 2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
- 3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

- 1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
- The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
- 3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
- 4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
- 5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

- 1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
- 2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

- 1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
- 3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

- 1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
- 2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

- 1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
- Supervision by the County or its representative does not relieve the Successful Vendor of
 responsibility for defective work executed under the direct control of the Successful Vendor.
 Responsibility for defective work rests upon the Successful Vendor, whether discovered by the
 County prior to final payment or subsequent thereto.

I. CLEAN UP

- 1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
- 2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

- 1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
- All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
- 3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

- 1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.
- 2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
- 3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
- 4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
- 5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

Amount of Contract	Liquidated Damages per Day	
Less than \$10,000	\$100.00	
\$10,000 or less than \$100,000	\$250.00	
\$100,000 or less than \$500,000	\$750.00	
\$500,000 or more	\$1,000.00	
Or will be based on actual cost to the County, whichever is greater.		

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

- The Successful Vendor will promptly remove from the premises all Work rejected by the County
 for failure to comply with the Proposal Documents, whether incorporated in the construction or
 not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with
 the Proposal Documents and without expense to the County and will bear the expense of making
 good all Work of other Vendors destroyed or damaged by such removal or replacement.
- 2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

- 1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
- 2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. PERFORMANCE AND PAYMENT BONDS

- 1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
- 2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which

the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. GUARANTEE

- The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
- 2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
- 3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for the installation of a new 400 +/-linear foot bulkhead/retaining wall at Public Landing in Snow Hill, MD in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

- 1. Pricing must include all labor, materials, tools, and equipment to perform Work.
- 2. Pricing will not change during the Contract Period.

C. SUMMARY

- 1. The Work under the Contract, as further detailed on the attached technical specifications and Drawings, shall consists of:
 - a. To provide all labor and equipment necessary to perform the specified shoreline protection work,
 - b. Mobilization and demobilization of equipment, and personnel,
 - c. Protection of existing site, including regulated coastal areas and adjacent properties,
 - d. Installation and maintenance of environmental controls,
 - e. Construction of the bulkhead/retaining wall above the MHHW line,
 - f. Removal of the silt fence (SF) and super silt fence (SSF) from the site,
 - g. Backfill and grading behind the new bulkhead/retaining wall
 - h. All other Work either shown on the Drawings or included in the Specifications, unless specifically indicated as not to be done.
- 2. In addition, the Work under the Contract includes:
 - a. Work outside the Project Site, as may be called for in the Contract Documents and as may be required for the performance of the Work.
 - b. The restoration of any items, structures, or embankments damaged or destroyed by activity upon areas or items of work outside the Project Site or not specifically intended to be altered by the Scope of Work.
 - c. Providing and restoring, where appropriate, all temporary facilities.

D. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

E. ATTACHMENTS

1. Drawings and Technical Specifications – Dated 07/2025

F. PRE-BID CONFERENCE

1. A pre-bid meeting will be held on site, 4549 Public Landing Wharf Road, Snow Hill MD, 21863, on Thursday, August 21, 2025 at 1:30pm.

G. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

H. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

I. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for "PUBLIC LANDING SHORELINE PROTECTION" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

DESCRIPTION

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for all the work required for the installation of the new 400+/- linear foot bulkhead/retaining wall as stated in the Bid Specifications.	

EXTENDED

ADD ALTERNATE

Title

ITEM

		PRICE
1	Provide labor, materials and equipment for the for all work required for the installation of the new 30+/- linear foot bulkhead as stated in the Bid Specifications.	
Vendor a Check Or	grees to have the Work completed no later than January 1, 2026. (Yes)ne.	(No)
•	included your certificate of good standing with the State of Maryland? (See on H.1 for more information.) (Yes) (No) Check One.	e Section I,
Is your co	ompany currently involved in any active litigation? (Yes) (No)	Check One.
Is your co One.	ompany currently involved in any mergers or acquisitions? (Yes) (No) Check
The Veno	dor agrees that their bid will be good for at least sixty days unless otherwise sions.	indicated in the bid
	is bid form must be signed by an officer of your company or an authorized agered valid by the county.	gent for this bid to
S	lign for Identification Printed Name	

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State,		Town, State, Zip	
Zip Code:		Code:	
Contact Person:		Contact Person:	
Telephone		Telephone	
Number:		Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State,			
Zip Code:			
Contact Person:			
Telephone			
Number:			
Email:			
Date of Service:			
Sio	n for Identification	Printe	d Name
215		1 11110	· · · · · · · · · · · · · · · · ·

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:		
If none, write none)		
low did you hear about this	solicitation?	
☐ Worcester County's W	Vebsite	
☐ eMaryland Marketplac	ee Advantage (eMMA)	
☐ Newspaper Advertisen	nent	
☐ Direct email		
Other		
Number	dges receipt of the following Date	<u>Initials</u>
Sign for Identification		nted Name

INDIVIDUAL PRINCIPAL

Vendor Name:			
			of:
Address of Vendor:	Town, State, Zip		tate, Zip
Telephone No.:	Fax	:	Email:
******	******	******	**********
	CO-PAR	<u> FNERSHIP PRINCIP</u>	<u>AL</u>
Name of Co-Partners	hip:		
		Town, State,	Zip
		Fax	
		In the presence	
======================================	Partner	in the presence	Witness
Signed By:		In the presence	e of:
	Partner		Witness
Signed By:		In the presence	
	Partner		Witness
******		**************************************	**********
Name of Corporation	:		
Address:		Town, State,	Zip
Telephone No.:		Fax:	
Signed By:		In the presence	
	President		Witness
Attest:	porate Secretary		
COF	DOLAIC OCCICIALY		

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:	
I,	am the
(Printed Name)	(title)
and the duly authorized representati	ve of the Vendor of
	whose address is
(name of corporation)	
and that I possess the legal authority to a for which I am acting.	make this affidavit on behalf of myself and the Vendor
knowledge and of its officers, directors obtaining contracts with the State or any subdivision of the State have been convor or have during the course of an official is under oath acts or omissions which consunder the provisions of Article 27 of the state or federal government (conduct prince) (State "none" or, as appropriate, list any	w, neither I nor the above Vendor, nor to the best of my or partners, or any of its employees directly involved in a county, bi-county or multi-county agency, or icted of, or have pleaded nolo-contendere to a charge of investigation or other proceeding admitted in writing or stitute, bribery, attempted bribery, or conspiracy to bribe a Annotated Code of Maryland or under the laws of any ior to July 1, 1977 is not required to be reported).
representations set forth in this affidavit Contract awarded and take any other appeared this affidavit in compliance we Maryland, which provides that certain pubribery, attempted bribery or conspiracy or after a hearing, from entering into consubdivisions.	e furnished to the County, I acknowledge that, if the are not true and correct, the County may terminate any propriate action. I further acknowledge that I am with section 16D of Article 78A of the Annotated Code of the sersons who have been convicted of or have admitted to to bribe may be disqualified, either by operation of law intracts with the State or any of its agencies or
Sign for Identification	Printed Name

NON-COLLUSIVE AFFIDAVIT

		being first duly sworn,
depose	s and says that:	
1.	He/she is the	, (Owner, Partner, Officer, the
2.	He/she is fully informed respecting the	e preparation and contents of the attached Bid umstances respecting such Bid Documents;
3.	Such Bid Document is genuine and is	not a collusive or sham Bid Document;
4. 5.	employees or parties in interest, inconspired, connived or agreed, dire person to submit a collusive or sha which the attached Bid Document connection with such Work; or have agreement or collusion, or commun person to fix the price or prices in Vendor, or to fix any overhead, proor the Bid Document price of any conspiracy, connivance, or unlawful (Recipient), or any person interests. The price or prices quoted in the attachtainted by any collusion, conspirated	ned Bid Document are fair and proper and are not y, connivance, or unlawful agreement on the part gents, representatives, owners, employees or fiant.
		By:
	Witness	Signature
	Witness	Printed Name
		Title

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

- 1. **Amendment**. Amendments to the Contract must be in writing and signed by the parties.
- 2. **Bankruptcy**. If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
- 3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
- 4. **Contingent Fee Prohibition**. The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
- 5. **Counterparts and Signature**. The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
- 6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
- 7. **Force Majeure**. The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
- 8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
- 9. **Indemnification**. The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.
- 12. **Nondiscrimination**. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

- 14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
- 15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. Remedies.

- a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. Responsibility of Contractor.

- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
- 18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
- 19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

- 20. **Termination**. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
- 21. **Termination of Contract for Convenience**. Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
- 22. **Termination of Multi-year Contract**. If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
- 23. **Third Party Beneficiaries**. The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
- 24. **Use of County Facilities**. Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
- 25. **Whole Contract**. The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

DIVISION 2 - SITE WORK

SECTION 02701 - BULKHEAD

Part 1 - General

-1 Scope:

- A. The Contractor shall furnish all labor, materials and equipment necessary to construct the bulkhead as shown on the Drawings, as described in these Specifications and as directed by the Owner or Owner's Representative.
- B. The Contractor shall adhere to the terms of the various permits issued to this project. This shall include permits from Worcester County (Owner) and any other applicable permits. All work is above the M.H.H.W line and not subject to
- C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owner prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he will bear all costs arising therefrom.
- D. Related Documents: The general provisions of the Contract, "ASTM Standards in Building Codes", latest edition; and all applicable supplements and addenda pertaining thereto apply to this section.

Part 2 - Products

-1 Timber: All timber shall be Southern Yellow Pine unless otherwise approved by the Owner or Owner's Representative. Timber shall be free from all defects which will impair its strength and durability. All timber shall comply with the following specifications.

A. Round Timber Piles:

MDE/ACOE permits.

- General Quality: Piles shall meet the requirements of the ASTM D25 "Standard Specifications for Round Timber Piles", except as modified by the Drawings and Specifications. Piles shall be cut from sound, live trees and shall be free from decay and insect attack. Piles shall be cut above the ground swell and have a gradual taper from the butt to the tip or from three feet below the butt to the tip as specified on the Drawings. Piles shall be free from defects such as holes, scars, checks, shakes, splits, twist of grain, compression wood and knots as required by ASTM Specification D25.
- 2. Sizes: In place length of piles, minimum butt and tip diameter, minimum butt and tip circumferences, and pile taper shall be as specified in the Drawings.
- 3. Sapwood: Piles shall have a minimum sapwood thickness of three (3.0) inches. The sapwood shall be measured continuously along the radius at mid-point of length and at the butt of the pile.
- 4. Straightness: Piles shall be within a straightness requirement where a line drawn from the center of the tip to the center of the butt does not fall outside the center of the pile at any point by more than 1 1/4% of the length of the pile, or shall be entirely within the body of the pile, whichever is less.
- Peeling and Cutting: Prior to treatment, piles shall be clean peeled of all outer bark and at least a minimum of 80% of the inner bark. The butts and tips of piles shall be sawed square with the axis of the pile. The allowable tolerance shall be 10% from square.
- B. Lumber: All timbers, dimensional lumber, and boards shall be graded and carry an identifiable grade mark in accordance with the Grading Rules of the Southern Pine Inspection Bureau. The in place length of lumber shall be as shown on the Drawings. Lumber shall comply with the following specifications:
- 1. Wales and Butt Block: Grade No. 1 Dense, surfaced on four sides (S4S).
- 2. Liner and Capboard: Grade No. 1 minimum, surfaced on four sides (S4S).

C. Vinyl Sheet Piling:

- 1. Sheet pile profile shall be manufactured with an interlocking feature that ensures adjacent panels maintain alignment. The sheeting shall be homogeneous, uniform in color, free from visible cracks, and other defects. The material manufacturer shall have five (5) years minimum experience with manufacturing of vinyl sheet piling.
- 2. Acceptable manufacturers of vinyl sheet piling products are:
- a. CL-9000: Manufactured by CMI (Crane Materials International, Inc.), 800-256-8857; sales@cmilc.com
- b. Everlast ESP 4.1: Manufactured by Everlast Synthetic Products, LLC, 1-877-614-3719; sales@everlastseawalls.com
- 3. Length: The length of piling furnished shall be adequate to provide the finished lengths shown on the drawings with the tops of the finished piling at the elevations called for on the drawings. Splicing of sheet piles will not be permitted.
- 4. The computed length of the wall may vary from the actual wall length because of rolling tolerances, setting and driving practice. The vinyl sheet piling shall be straight and free from all defects either in web of interlock tending to impair its strength or durability. The methods of manufacture, storing, handling, and driving shall be that injury to the sheeting will be avoided. Piling which has been damaged during shipping or storing shall, at the direction of the Owner or Owner's Representative, be removed from the site of the work and be replaced with satisfactory piling.
- Manufacturing facility shall have Impact Testing Capabilities (ASTM D-4226) on site. Data and coupons from the test shall be provided to the Owner or Owner's Representative upon request.
- D. Hardware: Hardware to be used for the construction of the bulkhead and piers shall be manufactured from good, commercial quality material and shall meet the minimum requirements of the following specifications:
- Rods, Bolts and Nuts: All rods, bolts and nuts shall conform to ASTM Specification A-307 for Grade A Steel and shall have hexagonal heads.
- NYDD and Standard Cut Washers shall be fabricated from a commercial grade steel and conform to ASTM Specification F-844 with the exception that galvanizing shall be as specified below.
- 3. Spikes and Nails: Shall be stainless steel ring shank or the annular wire type and shall meet AISI Specification 1010 or
- 4. Threads on all fasteners shall be of the rolled type. All bolts and rods shall show 1/4 inch of thread on the outside face
- 5. All of the above hardware, shall be hot-dipped galvanized in accordance with ASTM designation A-153. The zinc
- coating shall be Class A, 2.0 ounces of zinc per square foot of hardware surface.

6. <u>Screws:</u> All screw fasteners shall be stainless steel or approved equal.

E. Weather Guards:

of the nuts.

- 1. All exposed vertical piles shall be covered with white plastic pile caps. They shall be molded from 3/16 inch thick, ultra-violet resistant, low- density polyethylene as approved by the Owner or Owner's Representative.
- 2. Wale splices shall be treated with Bitumastic 300-M (Black) and coated with 1/8 inch minimum thickness of asphalt roofing cement.

Miscellaneous Materials:

- 1. All field cuts, trimmed areas and holes shall be treated with Bitumastic No. 300-M (Black) as manufactured by Koppers Company, Inc., Pittsburgh, Pennsylvania, 15219. All coatings shall be done in accordance with the manufacturer's
- Asphalt roofing cement for coating covered pile tops and wale splices shall be a high grade, waterproof cement, easily spread by trowel to 1/8 inch in one coat, meeting Federal Specifications SS-c-153 Type 1, Class B. Use Clipper Ship Roofing Cement MP51 or equivalent.
- 3. Safety stations shall consist of life ring mounting strap and a fire extinguisher cabinet manufactured by Hypower or an approved equal (telephone 1-800-825- 3379). Life rings shall be 30" diameter, orange, U.S. Coast Guard approved life rings. Fire extinguishers shall be 5 lbs. as required in NFPA 10 "Standard for Portable Fire Extinguishers":
- Treatment: All piles and lumber shall be treated with preservative by the pressure process in accordance with the following
- 1. Piles and lumber shall be squared to length in accordance with the Drawings before treatment.

2. CCA Treatment:

a. All piles, wales, wale butt blocks and liners shall be pressure treated with CCA Type C in accordance with the requirements of the American Wood Preservers Association. Standard P5 to a final net retention of not less than 2.5 lbs. of chromated copper arsenate (CCA) per cubic foot of wood as determined by chemical assay according to AWPA Standard A2 for all materials except piles, which shall be a minimum of 1.5 lbs CCA.

3. MCA Treatment:

- a.. The capboard board shall be treated with Micronized Copper Azole (MCA) in accordance with requirements of AWPA Standard P5 to a minimum net retention of 0.24 lb. per cubic foot of wood as determined by chemical assay in accordance with AWPA Standard C2.
- 4. In general, treated materials shall be branded or tagged after treatment for identification. Branding of piles shall be accomplished three feet from the butt by burning on the surface with legible lettering the supplier's brand, plant designation, date of treatment, species of timber, type of preservative and retention of preservative. Lumber shall be bundled and tagged with the appropriate information.
- H. Certification: Prior to delivery of materials to the construction site, the Contractor shall supply to the Owner or Owner's Representative the following certifications:
- 1. A notarized Certificate attesting to the fact that all timber meets the requirements of the Drawings and Specifications as to species, grade, strength, finish and size.
- 2. A notarized Certificate of Treatment from the supplier indicating that all timber meets the Specifications as to type of CCA/MCA treatment used, method of application and final net retention by assay in pounds per cubic foot. The Certificate shall include the number of pieces involved and their description. Accompanying the Certificate shall be a copy of the Charge Report and a copy of the chart obtained from the combination recorder. A date shall be shown when the gauges and recorder were certified by a particular inspection agency.
- 3. A notarized Certificate indicating that all hardware (bolts, washers, rods, etc.) meet these specifications as to galvanizing and steel type. The certificate shall list the materials in detail.

I. <u>Inspection and Testing:</u>

- 1. All materials are subject to initial inspection and testing by an independent firm acceptable to the Owner or Owner's Representative in order to insure compliance with the Drawings, Specifications, AWPA Standards and other specified standards.
- 2. This independent firm shall specialize in the inspection and testing of timber materials and will be retained to provide these services by the Contractor or material supplier.
- 3. Inspection and testing of timber materials from approved treatment plants within a 120-mile radius of West Ocean City, Maryland shall be performed by the Engineer and/or an independent firm retained by the Engineer.
- 4. Inspection and testing of timber materials from approved treatment plants outside a 120-mile radius of Ocean, Maryland shall be performed by an independent firm retained by the Contractor and/or the material supplie
- 5. The inspection and testing of timber materials shall be carried out in accordance with the Grading Rules of the Southern Pine Inspection Bureau and the AWPA Standard M2. These inspections shall be performed before treatment and after treatment, preferably on complete order and only at the treating plants.
- 6. If the Contractor chooses to obtain timber materials from a treatment plant located OUTSIDE the established limits, all costs relating to the inspection and testing of these materials shall be borne by him and/or the material supplier, and shall be included in the unit price bid for the project.
- 7. In cases where the treatment is <u>WITHIN</u> the established limits, the Contractor or material supplier shall notify the Engineer prior to treatment and after treatment when the timber materials are ready for inspection and testing.
- 8. In ordering materials, the Contractor is required to notify the Owner or Owner's Representative of the source from which he proposes to obtain all timber materials. He shall make available to the material supplier (and independent firm, if applicable) copies of the project Drawings and Specifications.
- Acceptance or rejection of materials shall be made on the basis of adherence to the specified standards. Rejected materials shall be replaced and/or retreated. The cost of inspecting replaced or retreated materials shall be incurred by the treating plant. An independent inspection agency acceptable to the Owner or Owner's Representative shall be
- 10. Notwithstanding the inspection of materials at the treatment plant, the Owner or Owner's Representative reserves the right to reject any individual timber pieces not meeting the specified requirements. The Contractor shall be responsible for the replacement of any materials rejected at the project site.
- 11. Accepted timber materials shall be identified by hammering with an identifiable mark as evidence of inspection and testing. All required paperwork including certificates and test reports shall be made available to the Owner or Owner's Representative prior to the release of the materials from the treating plant. Materials shall not be delivered to the project site without prior notification and approval of the Owner or Owner's Representative.

Part 3 - Execution

3-1 General:

A. <u>General:</u>

- Complete descriptions of timber and sheet pile driving equipment including hammers, extractors, protection caps and other installation appurtenances and procedures shall be submitted to the Owner or Owner's Representative and approved prior to the start of the work and no more than 15 work days following the pre-construction meeting.
- 2. All timber piles and lumber whenever possible shall be cut to size, trimmed and bored before assembly.
- All field cuts, trimmed areas and holes shall be given three coats of Bitumastic No. 300-M (Black) in accordance with
- 4. All materials shall be accurately assembled, set, regularly spaced and coursed; and they shall be true to line, even, square, plumb, tight and level.

B. <u>Storage of Materials:</u>

- 1. Timber Material: The method of storing and handling timber materials at the construction site shall be such as to avoid injury and to protect them against the weather. Timber piles shall be arranged so that they are not subjected to unequal forces which will tend to twist or warp them. Lumber shall be stored 12 inches above the ground to provide ventilation, piled to shed water and to prevent warp. The Owner or Owner's Representative may require suitable covering to protect the materials from the weather.
- 2. Vinyl Sheet Piling: Upon delivery of sheet piling to the site, Contractor shall visually inspect all materials for defects or damage. If serious defect or damage is detected, Contractor shall notify Owner or Owner's Representative immediately. Store the bundled sheet piling on relatively level surface with a slight pitch to allow water to drain. Contractor should not break bundled sheets until ready for immediate installation.

- 1. All timber piles as shown on the drawings shall be driven by gravity, vibratory or diesel hammer as approved by the Owner or Owner's Representative. Any hammer which does not perform satisfactorily on piles being driven, regardless of prior approval, shall be replaced by a hammer acceptable to the Owner or Owner's Representative. Driving shall be continuous without intermission until the pile has been driven to the required penetration. In general, the penetration for any pile shall not be less than shown on the Plans even in hard materials. Jetting or augering is permissible in hard materials, if approved by the Owner or Owner's Representative, but the last 2 feet of penetration must be driven without damage to the
- 2. Each timber pile is expected to provide adequate pile bearing capacity. If during driving operations the Contractor finds inadequate bearing on piles, he shall stop driving and immediately contact the Owner or Owner's Representative. The Contractor is advised that in the event that the length of piles shown on the Drawings is found to be inadequate on the basis of bearing value, longer replacement piles may be required. It is anticipated that the replacement piles may be up to 50% longer than the piles shown on the Drawings. Conversely, in the event that the length of piles shown in the drawings is found to be excessive on the basis of bearing value (>30 tons), shorter replacement piles may be allowed. It is anticipated that the shorter replacement piles may be up to 25% shorter than the piles shown on the Drawings. These piles shall be installed as directed by the Owner or Owner's Representative. Payment for replacement piles shall be in accordance with the Contingent Unit Price Bid Items shown in the proposal.
- 3. Broken or shattered timber piles shall not be accepted. Piles shall not be more than 3 inches out of place along the construction line of the wall and not more than 2% out of plumb. Piles damaged by overdriving or which do not conform to the above tolerances shall be removed and replaced with new piles at the Contractor's expense.
- 4. During driving, the top of timber piles shall be protected from damage by using a head or cap. The head or cap shall cover the entire surface of the top of the pile. Trimming the top of the pile to fit the cap shall be kept to a minimum. Damage to the top of the pile shall be restricted to the top 6 inches.
- 5. After driving, the length of timber pile remaining above the elevation of cutoff shall not be more than 6 inches for damaged piles. The top of piles shall be sawed to a true plane of elevation fixed by the Drawings. Cutoff of piles shall not take place without the approval of the Owner or Owner's Representative. If the pile tops are not damaged, full length driving will be required. Pile tops shall then be trimmed and waterproofed.
- 6. In order to ensure minimal trimming of pile tops for proper fit of the pile cap, the Contractor shall measure each pile butt after cut-off and prior to ordering respective pile caps. The method of measuring pile tops shall consist of taking the average of the minimum and maximum diameter per pile and ordering the individual caps to the least half or whole inch increment. Pile tops shall be evenly beveled as necessary to fit the caps and the end of the grains treated with Bitumastic 300-M. Drill 5/32 inch pilot holes not more than 2" o/c around the circumference of the cap skirt. The cap will then be fastened in place with 10 gauge, 1-1/4 inch copper roofing nails.

- 1. For the alignment of wales, the maximum permissible dap in the pile shall not exceed 2 inches. Shims shall only be used in exceptional cases and then only with the permission of the Engineer. Wale surfaces of butt splices or lapped splices shall be coated with asphalt roofing cement prior to assembly.
- 2. In the installation of bolts, all bolt holes shall be a minimum diameter to assure a tight and driving fit. Holes shall be of a diameter such that bolts are inserted by light tapping. All counterbored holes for the installation of washers shall not be more than 1.0 inch in depth.
- 3. All bolts and rods shall have a ¼ inch length of thread outside the face of all nuts after tightening, cutting and trimming of bolt and rod ends are completed.

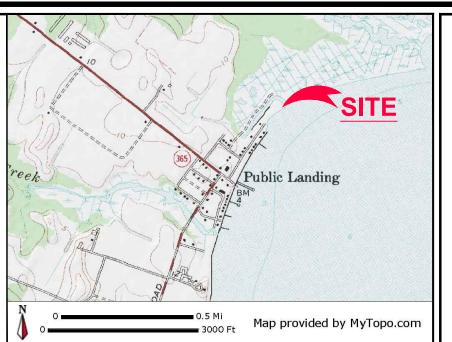
Vinyl Sheet Piling:

- 1. Sheet piling shall be carefully located as shown on the Drawings, and driven in a plumb position, each sheet pile interlocked with adjoining sheet piles for its entire length as to form a continuous diaphragm throughout the length of each run of bulkhead. The Contractor shall drive all sheet piles as true to line as practicable and shall provide suitable guide structures to ensure that sheet piles are driven in correct alignment. All sheet piles shall be driven to the top elevations shown on the Drawings.
- Deformation of the vinyl sheeting during driving shall be minimized to the fullest extent possible. The Contractor shall be responsible for any additional sheet piling required due to stretching or compression during driving.
- 3. Mandrel, helmet or driving shoe may be required if driving through hard soil strata or obstructions. In general, jetting will not be permitted for installation of the vinyl sheet piles; however, jetting is permissible in hard materials upon approval of the Engineer. Water jet by displacing of soil shall only be used with non-cohesive soils (sands and gravels). Water jet shall not be used if driving through clay, silts, or immediately adjacent to an existing structures without the written approval from the Owner or Owner's Representative. Approval of jetting will be at the sole discretion of the Owner or Owner's Representative.
- 4. It is very important that the Contractor drive sheets to required embedment depth. Under no circumstances shall the Contractor cut-off or install shorter sheets without written authorization from the Engineer or Owner. Adequate precautions shall be taken to insure that piles are driven plumb. For alignment, the maximum permissible horizontal allowance shall not exceed 1" in 100' and the maximum permissible vertical allowance shall not exceed ½" in 10'.
- 5. Damage to the top of the sheeting shall be minimized. The top of the sheeting shall be protected during driving by using a cap. The maximum allowable cutoff of sheeting to the top wall elevation shall not be more than six (6) inches for damaged material. Cutoff of sheeting after driving shall not take place without the approval of the Owner or Owner's Representative. If the top of the sheeting is not damaged, full length driving will be required.
- 6. Sheet piling may be driven by vibratory means with equipment which creates a force or impulse which when delivered to the pile energizes the pile and drives it to the desired elevation by sustained elastic vibrations. The existing frequency shall not be less than 60 cycles per second, except during startup or run-down of the equipment. If necessary, brakes or other devises shall be provided to control the run-down period to the satisfaction of the Owner or Owner's Representative.
- 7. Pile hammers shall be of approved sizes and types and shall be maintained in proper alignment during driving operations by use of suitable leads or by guides attached to the hammer. A protective cap of approved design shall be employed in driving, to prevent damage to the top of piles. Each run of the sheet piling shall be driven progressively from the start and no cutting edge shall lead its neighbor by more than 5 feet and shall be driven to the top elevations shown on the Drawings.
- 8. Drive sheet piling (preferably in pairs) by "Driving in Steps" or "Gang Driving." Progress in driving sheeting shall be accomplished by using the "male" end as the leading edge. Controlled excavation for placement of sheeting may be allowed where bottom conditions prevent driving by normal methods. The specific methods on controlled excavation shall be approved by the Owner or Owner's Representative.
- 9. Upon approaching bends, corners or ends of the wall, take careful measurements adjusting sheet piling slightly so that they finish the run at the correct point. Be careful not to distort the corrugation.
- 10. Sheet piling driven out of interlock with adjacent piles or otherwise damaged shall be removed and replaced by new piling at the Contractor's expense.
- 11. After driving sheet piling to grade, use lag screws to lag the sheets to the timber wale.
- 12. The installation of the liner and upper wale must take place in conjunction with the driving of the sheet piling. All driven sheeting must have the liner bolted to the wale at the end of each workday to prevent damage to the sheeting by tide and wave action.
- 13. The capboards shall be placed as shown on the Drawings. To prevent splitting of the ends of the lumber, pilot holes at the ends of the capboard shall be drilled prior to nailing to the wale and liner. The Contractor shall place the wood grain rings of the capboard down on the wale and liner.

Part 4 - Measurement For Payment

No measurement for payment of items of work will be made since their cost shall be included in the Lump Sum Base

- END OF SECTION -



SHEET INDEX:

COVER / SPECFICATIONS

OVERALL SITE

EXISTING & PROPOSED CONDITIONS

DETAILS

GENERAL NOTES & SITE DATA:

- 1. TAX MAP 65, PARCELS 76, LOT 1
- 2. BOUNDARY INFORMATION OF PARCEL BASED ON PLAT BY G.B.C. SURVEYS, INC., DATED
- 3. PLAT REFERENCE: MSA C2157 4308
- 4. DEED REFERENCE: 2860/00006
- 5. OWNER/DEVELOPER: COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND 1 WEST MARKET STREET, ROOM 1103

SNOW HILL, MD 21863 410-632-1194

CONTACT: WORCESTER COUNTY RECREATION AND PARKS ATTN: JACOB STEPHENS, DEPUTY DIRECTOR

6030 PUBLIC LANDING ROAD SNOW HILL, MD 21863 410-632-2144, x. 2521

EMAIL: jstephens@co.worcester.md.us

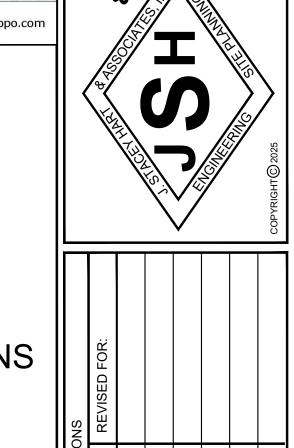
ENGINEER

J. STACEY HART & ASSOCIATES, INC. POST OFFICE BOX 6 SNOW HILL, MARYLAND 21863 CELL: 410-430-4169 EMAIL: stacey@jstaceyhart.com

CURRENT ZONING: PARCEL SIZE: 11.6 ± ACRES

GENERAL NOTES:

- 1. VERTICAL DATUM IS NAVD.
- MEAN TIDAL RANGE VARIES.
- 3. TOPOGRAPHIC/HYDROGRAPHIC INFORMATION BASED ON FIELD DATA COLLECTED IN OCTOBER 2023.



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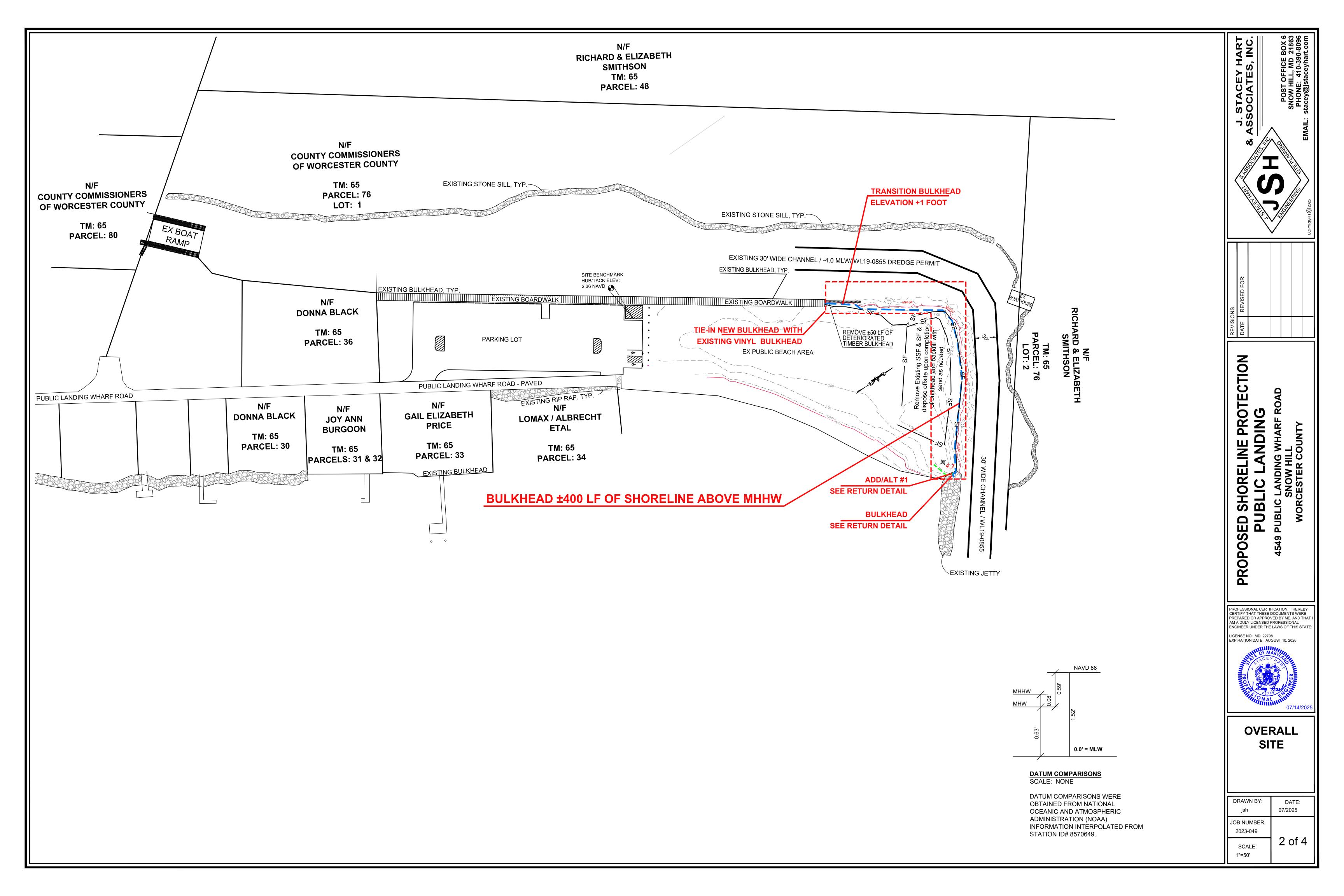
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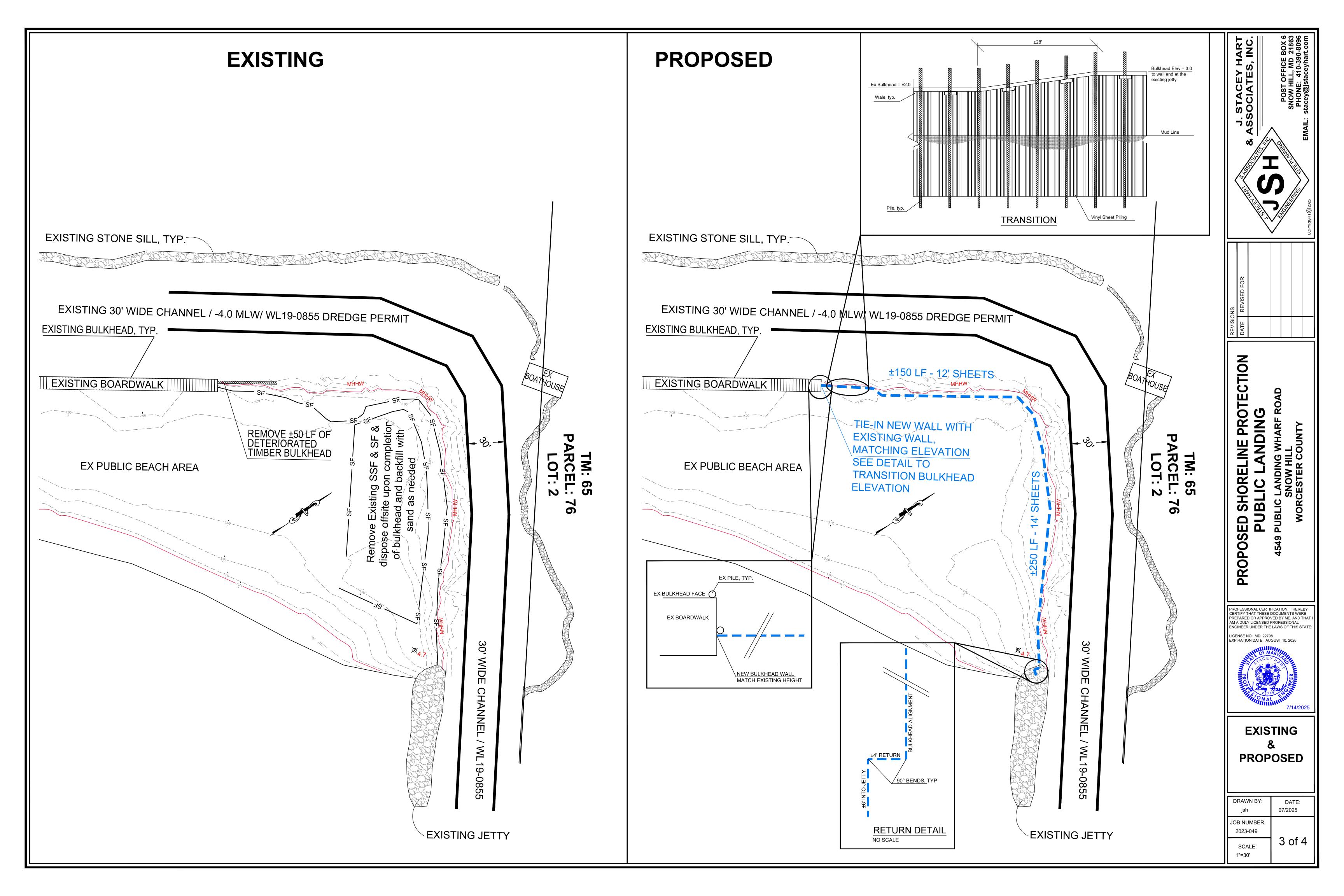
OFESSIONAL CERTIFICATION: I HEREB ERTIFY THAT THESE DOCUMENTS WERE REPARED OR APPROVED BY ME, AND THA M A DULY LICENSED PROFESSIONAL NGINEER UNDER THE LAWS OF THIS STATE

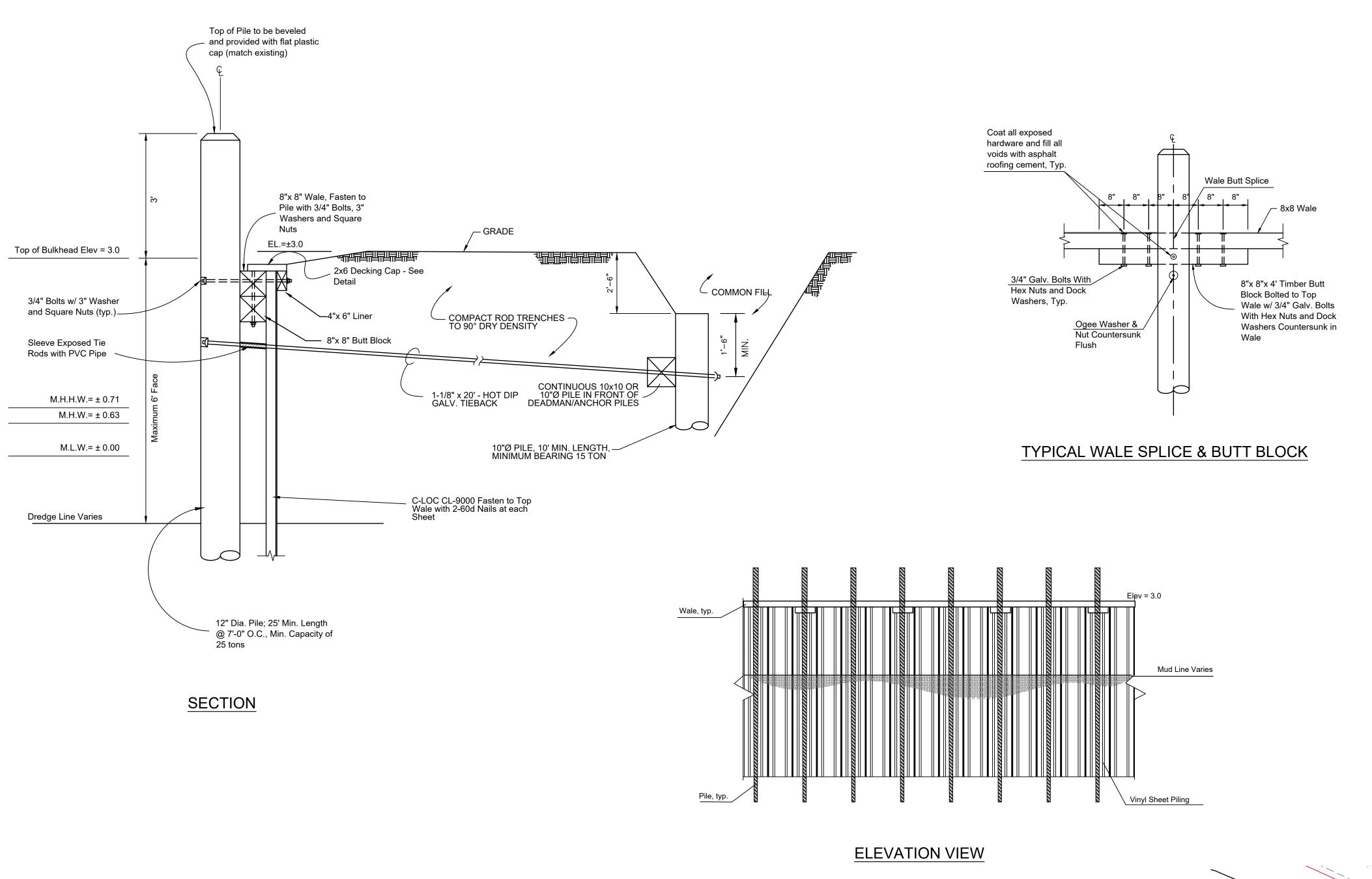
CENSE NO: MD 22798 PIRATION DATE: AUGUST 10, 2026

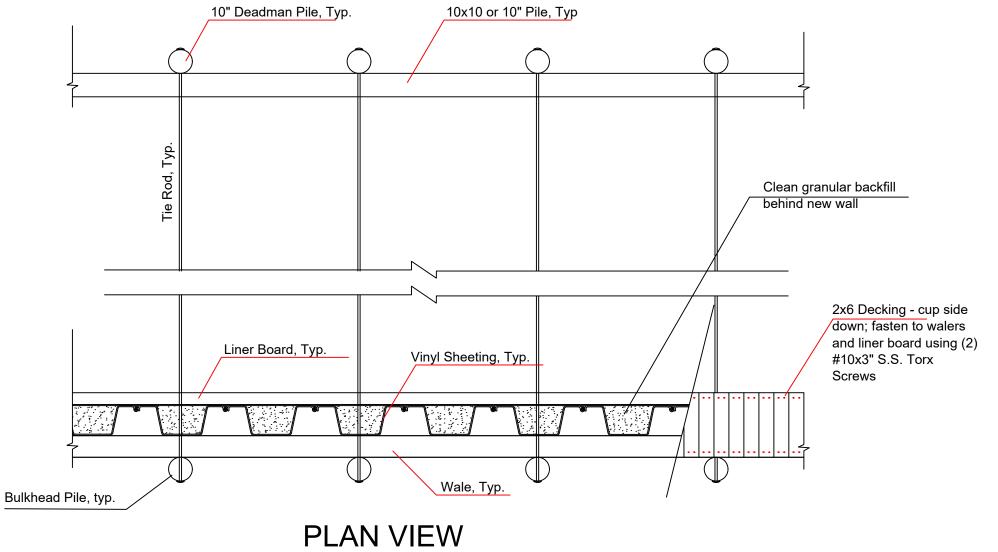
> **COVER** NOTES

DRAWN BY: jsh	DATE: 07/2025
OB NUMBER: 2023-049	
SCALE: NONE	C1









CONSTRUCTION NOTES

- TIMBER PILES SHALL SOUTHERN PINE TREATED 1.5 CCA AND HAVE 12" TO 3' BUTT, 8" MINIMUM TIP AND BE 25' MINIMUM LENGTH. DAMAGED PILES SHALL BE REMOVED AND REPLACED
- 2) ALL BOLTS SHALL BE DOME HEAD WEATHER-TUFF TIMBER BOLTS CONFORMING TO ASTM A307, ALL WASHERS U.N.O. SHALL BE 1/4" THICK N.Y.D.D. DOCK WASHERS AND NUTS SHALL BE HEAVY HEX TYPE UNLESS NOTED OTHERWISE. ALL NAILS SHALL BE STAINLESS STEEL RING SHANK OR ANNULAR NAILS AND IN ACCORDANCE WITH THE SIZES GIVEN IN THE CONTRACT DOCUMENTS. ALL HARDWARE SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A153, EXCEPT NAILS AND SCREWS, WHICH SHALL BE STAINLESS STEEL.
- 3) ALL WALERS TO BE SOUTHERN PINE, NO. 1 OR BETTER GRADE TREATED 2.5CCA. ALL DECKING BOARDS SHALL BE SOUTHERN PINE, NO .1 GRADE TREATED 0.15 CCA.
- FULL LENGTH VINYL CORNER PIECES FROM MANUFACTURER MATCHING VINYL SHEETING PROFILES, TYPICAL ALL CORNERS AND BENDS.
- 5) VINYL SHEETING SHALL BE C-LOC 9000 OR EVERLAST ESP 4.1
- 6) THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND/OR PRODUCT DATA SHEETS FOR ALL STRUCTURAL ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS FOR APPROVA L. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE STRUCTURAL CERTIFICATION AND DESIGN OF THE PROJECT IF THE CONTRACTOR FAILS TO OBTAIN APPROVAL OF THE SHOP DRAWINGS. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING CONCERNING DEVIATIONS AND/OR OMISSIONS FROM THE CONTRACT DOCUMENTS AT THE TIME OF SHOP DRAWING SUBMISSION. THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS AND SHALL MAKE ALL CORRECTIONS HE DEEMS NECESSARY BEFORE SUBMISSION. THE CONTRACTOR SHALL STATE ON THE SHOP DRAWINGS THAT CONTRACT DOCUMENT REQUIREMENTS HAVE BEEN MET AND THAT ALL DIMENSIONS, CONDITIONS AND QUANTITIES HAVE BEEN REVIEWED AND VERIFIED AS SHOWN AND/OR CORRECTED. ON THE SHOP DRAWINGS.

ADD/ALT DETAIL

ADD/ALT DETAIL

ST. ADD/ALT DETAIL

REPURSALE

ADD/ALT DETAIL

EXISTING JETTY

EVISED FOR:

RELINE PROTECTION

LANDING

PROPOSED SHORELINE
PUBLIC LAND
A549 PUBLIC LANDING WHI
SNOW HILL
WORCESTER COUN

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THA' AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STAT

LICENSE NO: MD 22798 EXPIRATION DATE: AUGUST 10,



EXISTING & PROPOSED

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DRAWN BY: jsh	DATE: 07/2025
JOB NUMBER: 2023-049	
SCALE: 1"=30'	4 of 4