SPECIFICATIONS

Covering the

Third Street and Fountain Avenue Resurfacing

for the

Town of Denton

Caroline County, MD

March, 2015

Prepared By

Remington, Vernick, and Beach Engineers
Newark, Delaware

Set No. _____

Our File # **MCDNT004**

3-19-15

Christopher J. Fazio, P.E., C.M.E. **Date**

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

Town of Denton

(Name of Local Contracting Unit)

Third Street and Fountain Avenue Resurfacing **MCDNT004**

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's Initials)
	A bid guarantee (Bid Bond, Certified Check or Cashier's Check)	
	A certificate from a surety company, pursuant (Consent of Surety)	
	A statement of corporate ownership, pursuant (Stockholders Statement)	
	A listing of subcontractors as required by (Subcontractor's Declaration)	
	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

B. Failure to submit the following documents may be a cause for the bid to be rejected.

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's Initials)
	Bid Form	
	Background Questionnaire	
	Submission of a Non-Collusion Affidavit (this form must be notarized)	
	Bidder Certificate showing ability to perform contract.	

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

STATEMENT OF CORPORATE OWNERSHIP

Check appropriate box:

☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietor

No corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership.

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock in any class.

3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below.

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company submitting bid:

1.NAME _____

ADDRESS_____

2. NAME_____

ADDRESS_____

3.NAME _____

ADDRESS_____

4. NAME_____

ADDRESS_____

Signature_____

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

Signature_____

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature_____

IV. Bid is being submitted by a corporation or partnership that operates as a (check one of the following):

□Limited Partnership
□Limited Liability Partnership
□Limited Liability Company
□Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide
the following information:

1. NAME _____

ADDRESS _____

2. NAME _____

ADDRESS _____

3. NAME _____

ADDRESS _____

4. NAME _____

ADDRESS _____

5. NAME _____

ADDRESS _____

Signature_____ Date_____

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NON-COLLUSION AFFIDAVIT

STATE OF _____:
SS.
COUNTY OF _____:

I, _____ of the (City, Town, etc.)

of _____ in the County of _____ and the

State of _____ of full age, being duly sworn
,
according to law on my oath depose and say that:

I am _____

of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Town of Denton relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s)s or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.
(Name of Bidder)

(Also type or print name of
affiant under signature)

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

_____
Notary Public of

My commission expires

_____
(Date)

BID SECURITY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid.

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waiveable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of $_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,
(Name)

_____
(Address)

existing under the laws of the State of Maryland and licensed to do business in the State of Maryland certifies and agrees, that if the contract for (Contracting Agency) _____
for: (Project)_____
is awarded to (Bidder)_____
the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20_____.

_____ INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company:_____

Name and address of officers:_____

President_____

Vice President_____

Secretary_____

Treasurer_____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____

2. How many years experience in this type of construction work has your organization had? _____

2. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary)

	Contract Amount	Date Work Completed	For Whom
A.	$_____	_____	_____
B.	$_____	_____	_____
C.	$_____	_____	_____
D.	$_____	_____	_____
E.	$_____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	Name and Address	Telephone No.
A.	_____	_____
B.	_____	_____

	Name and Address	Telephone No.
C.	_____	_____
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? _____
If so, where and why? _____
_____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years) ? _____
If so, state the name of individual, position and the name of the other organization:
_____
_____
_____

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)?_____
If so, where and why? _____
_____
_____
_____

5. Give list of uncompleted contracts at present held by you:

Name of Contract	Contracting Agency	Amount
_____	_____ $	_____
_____	_____ $	_____
_____	_____ $	_____
_____	_____	_____
_____	_____	_____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

_____

_____

_____

_____

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

_____

_____

_____

_____

_____

_____

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of Maryland when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "**IN-HOUSE**" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve the any of the specialty trade categories below, please insert the word "**NONE**" in each appropriate space provided.

Plumbing and Gas Fitting and All Kindred Work:

Name_____ Phone #_____

Address _____

_____

License Number:_____

Steam Power Plants, Steam and Hot Water Heating and Ventilating:

Name:_____ Phone #_____

Address:_____

_____

License Number:_____

Electrical Work: _____

Name: _____ Phone # _____

Address: _____

_____

License Number: _____

Structural Steel and Ornamental Iron Work: _____

Name: _____ Phone # _____

Address: _____

_____

License Number: _____

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

AFFIDAVIT

I, _____ of the (City, Town, etc.)

of _____ in the County of _____ and the

State of _____ of full age, being duly sworn

according to law on my oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

_____ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

_____ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.
If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

_____

_____

_____

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

SEAL

_____
Title

_____
Name of Company

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

Notary Public _____

My commission expires:
_____(Date)

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Town of Denton

Third Street and Fountain Avenue Resurfaci **MCDNT004**

The undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

PROPOSAL AND CONTRACT
(WHEN EXECUTED)

A. DEPOSIT OF PROPOSALS:

All envelopes containing Bid Proposals shall be clearly marked "Bid Proposal for letting of **Third Street and Fountain Avenue Resurfacing** "

_____ on _____

Sealed Proposals will be received on or before the above Letting Date/Time. Bids will be opened and read shortly after the above letting time.

Town of Denton

4 N. Second Street

Denton, MD 21629

Donald H. Mulrine

Town Administrator

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS

1. The contractor proposes to furnish and deliver all materials and to do and perform all work on the following project in accordance with drawings and specifications on file at the above address as well as the supplements and special requirements contained herein and / or attached hereto and current Maryland DOT Specifications, except (a) bidders need not be prequalified, and (b) Marshall testing of bituminous paving materials is not required.

2. If designated as the successful bidder, the contractor will begin work on the date specified in the Notice to Proceed, or as otherwise provided in the special requirements, and will complete all work within **60 Calendar Days.**

3. Accompanying this proposal is a certified check or bid bond in the amount not less than ten percent (10%) made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

_____

_____

_____

(Name and Address of Contractor)

CONTRACTOR'S CERTIFICATION

It is hereby certified as follows:

1. The only person interested in the proposal as principal (s) is (are):

   _____

   _____

2. None of the above persons are employees of the municipality.

3. This proposal is made without collusion with any other person, firm or corporation.

4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable based on the unit price listed on the Schedule of Prices. (Attachment 1)

5. The contractor will comply with all requirements of the laws and implementing regulations of the State of Maryland and the Unites States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

6. The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the State of Maryland.

_____
CONTRACTOR

WITNESSED OR ATTESTED BY:

_____
SIGNED TITLE

SEAL

_____
SIGNED TITLE

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON: _____
(DATE)

Town of Denton

ATTESTED BY:

_____
SIGNED TITLE

_____
SIGNED TITLE

_____
SIGNED TITLE

SEAL

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INFORMATION FOR BIDDERS

1.0 BID PREPARATION

1.01 EXAMINATION AND RESPONSIBILITY

Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work; the difficulties to be encountered and the quantities that may actually be encountered in the work. Each bidder is fully responsible for having reviewed and understood these specifications previous to submitting his bid, that his bid covers and complies with **all** requirements of the Contract Documents, and shall not at any time thereafter assert any claim related to any misunderstanding of the nature or amount of work to be done.

1.02 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in his bid. The Contractor in the carrying out of his work must employ such methods or means that will not cause any interruptions or interference with the work of any other contractor (if applicable).

1.03 OBLIGATIONS OF BIDDERS

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligations contained therein.

1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

The Table of Contents indicates the number of pages of each section of the document. If any bidder finds that a page was miss-copied or is missing, please contact the Engineer. The page(s) will be faxed to the bidder. Issuance of any such pages will not be considered an Addendum to the contract or specifications.

No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to the Engineer, and to be given consideration, must be received at least ten (10) days prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with applicable State Laws. Any bidder who wishes to challenge a bid specification shall file such challenges in writing with the Engineer no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

Failure of any bidder to receive any such addendum or interpretations shall not relieve any bidder from any such obligations therein under his bid submitted. All addenda so issued shall become part of the contract documents, and shall be attached to the bid form when submitted

1.05 QUALIFICATIONS OF BIDDERS

The owner may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

Conditional bids will not be accepted. Bids which are incomplete or obscure may be rejected at Owner's option.

1.06 DISCLOSURE STATEMENT

No corporation or partnership shall be awarded any contract nor shall any agreements be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with any public funds, by the State, County, Municipality or School District, or any subsidiary or agency of the State, County, Municipality or School District or by any Authority, Board or Commission which exercises governmental function, unless prior to the receipt of the bid of said corporation or said partnership, there is submitted a statement setting forth the name and addresses of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class or of all individual partners in the partnership who owns ten percent or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation's stock or the individual partners owning ten percent or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholders and individual partner exceeding the ten percent ownership criteria established in this act has been listed. If the bidder is not a corporation, or partnership, it should so indicate on the disclosure statement.

1.07 MANUFACTURED ARTICLES

In the specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and materials, deemed most suitable for the service anticipated. This is not done, however, to eliminate other equipment and materials equally as good and efficient. When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for the rejection of the claim of equivalence. The bidder shall prepare his bid on the basis of the particular equipment and materials specified or shown, and shall be responsible for the coordination, arrangement and location of all equipment and material incorporated in the work.

1.08 BID SECURITY AND CONSENT OF SURETY

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond duly executed by the bidder as principal, and having as surety thereon a Surety Company approved by the Owner, in an amount not less than ten percent (10%) of the amount bid. Any such Bid Bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the requisite completion performance and payment bonds, i.e. a Consent of Surety.

Such bid guarantee will be returned to all bidders, except to the three apparent lowest responsible bidders, within ten days after the formal opening of bids, Sundays and holidays excepted.

The bid guarantee will be returned to the remaining unsuccessful bidders within three days, Sundays and holidays excepted, after the Owner and the accepted bidder have executed the contract and the Owner has approved the Bidder's Performance Bond, or if no contract has been accepted within 60 days after the date of opening of bids, any bidder upon demand made after the expiration of said 60 day period, shall be entitled to the return of his bid guarantee, so long as he has not been notified by the Owner of the acceptance of his bid.

Any such bid guarantee shall be forfeited and become the property of the Owner if the bidder whose bid is accepted shall fail: to give a satisfactory performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and/or fails to execute a contract within ten (10) days after notice from the Owner to do so.

2.0 SUBMISSION OF BIDS

2.01 GENERAL

Bidder must submit their bid on the respective "Bid Form and Package" included hereto.

No bid will be accepted or opened if received after the designated time for receipt.

For each bid made, all blank spaces in the Bid Form must be filled in, in ink, with the unit prices of the item and its extension. All bid forms submitted will be checked for arithmetic accuracy.

Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time and date specified in the Notice to Bidders will not be considered. No bid may be withdrawn within 60 days after the actual date of opening thereof.

2.02 PRICE TO INCLUDE

The bid submitted must cover the entire cost of the contemplated construction and installation as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each item shall cover the entire cost of its installation, construction, and completion, including all materials, workmanship, and appurtenances necessary for its completion or as implied by illustration on the drawings, by description in the specifications, or to be reasonably inferred therefrom.

If there are minimum unit prices included in the bid form, those prices shall be the minimum acceptable unit price for the work. If bidder fails to propose the minimum unit price in his bid, the unit price will be set to the minimum price states on the bid form, with the appropriate increase to the extension of the unit price and total bid price.

2.03 REJECTION OF BIDS

The owner reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Owner to be in the best interests of the Owner. Each bidder is instructed to be present in person or by representative at the time and place fixed for the opening of bids and at every subsequent meeting of the Owner at which the bidder is advised, or it has been publicly announced at the time of bids, that said bids shall receive further consideration or shall be acted upon, if said bidder desires an opportunity to be heard.

2.04 AWARD OF BID

The award of the contract will be made, subject to necessary monies to do the work being provided by the Owner either by Resolution, Ordinance, or in other lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner, either by Resolution, Ordinance or another lawful manner.

No contract shall be awarded to any contractor, subcontractor, or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works. Bidder may be disqualified and his proposal or proposals rejected subject to conditions specified under DelDOT "Bidding Requirements and Conditions".

3.0 CONTRACTS

3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

The Engineer shall furnish, at no additional cost to the successful bidder, one executed contract set of drawings and specifications, and two copies of the specifications and drawings. All additional copies of the drawing and/or specifications shall be furnished to the contractor at the cost of reproduction plus handling.

3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The bidder whose bid is accepted shall furnish to the Owner, a performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and at the completion of the work, a two (2) year maintenance bond, each in the amount of 100% of the final contract price, with such sureties as shall be approved by the Owner and as detailed and described below.

All surety companies must be authorized to transact such business in Maryland. The surety must designate a Maryland agent on whom service of process can be made. The Contractor shall be responsible for updating the surety's expiration from the list or an agent change, to the Engineer or Owner. All surety companies must have the minimum capital and surplus or net cash assets required on the date of advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds.

In addition, for these public works project bids, including any and all alternates, that equals at least $850,000.00 but not more than $3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in Maryland as listed annually in the U. S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United State rating company that determines the financial stability of insurance companies.

In addition, for those public works project bids, including any and all alternates, is in excess of $3.5 million, the surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of Maryland listed annually in U.S. Treasury Circular 570. And, if the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies.

A surety company, which seeks to provide a payment and performance bond in excess of $3.5 million, is exempt from the requirement of Treasury Circular 570 if it meets standards developed by the Commissioner of Insurance through regulations which, at least equal, and may exceed, the general criteria required for Treasury listing.

3.03 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full including, but not limited to the Department of Transportation Specifications, latest revision --General Provisions and the Federal Construction Safety Act (Public Law 91-54), Federal Register, Chapter VXII, Part 1926 of Title 29 Code of Federal Regulations, Occupational Safety and Health Regulations for Construction, and subsequent publications updating these regulations

3.04 PERMITS

The Contractor shall determine which construction permits and licenses shall be needed, and shall procure and pay for all such construction permits and licenses necessary for the execution of his work.

3.05 CONTRACT DOCUMENTS

Attached hereto is the "Form of Contract" that will be executed between the Owner and the Contractor.

The Contractor shall execute and return these documents with the required bonds, insurance certificates, affirmative action forms and any other documents required within ten (10) days after receipt of the request for execution.

3.06 NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the contractor shall be sent a "Notice to Proceed". This document serves as formal authorization to proceed with the project.

Any and all work performed by the Contractor prior to recipt of the Notice to Proceed is at the Contractor's risk with no claim against the Owner for such work.

4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

4.01 BIDDER REFERRED TO LAW

The bidder is specifically referred to the Maryland State Code, as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

4.02 SPECIFIC LANGUAGE REQUIRED

In accordance with the following is made a part of this Contract:

During the performance of this contract, the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any Regulations promulgated by the Treasurer pursuant to the Maryland State Code, as amended and supplemented from time to time.

e. When scheduling workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by the Maryland State Code; provided however, that the Department of Labor and Industry, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures, as long as the Department of Labor and Industry is satisfied that the contractor is scheduling workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of Labor and Industry, that its percentage of active "card carrying" members who are minority and/or female workers is equal to or greater than the applicable employment goal prescribed by the Maryland State Code, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to the Maryland State Code as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly consistent with the applicable employment goal, by complying with the following hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1. To notify the Public Agency Compliance Officer, Department of Labor and Industry, and at least one approved minority referral organization of its manpower needs, and request the referral of minority and female workers;
2. To notify any minority and female workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
4. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or sub-contractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implemented by the Maryland State Code.

6. To adhere to the following procedure when minority and female workers apply or are referred to the contractors or subcontractor:

   i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or sub-contractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of Labor and Industry and provided further, that if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.

   ii. If the contractor's or subcontractor's work-force is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

   iii. If, for any reason, said contractor or sub-contractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform said individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Office and the Department of Labor and Industry.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Department of Labor and shall be submitted promptly to that Office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and female or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a

percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B), it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete Initial Project Manning Reports on forms distributed by the Public agency awarding the contract or in the form prescribed by the Department of Labor and submit a copy of said form, at the time of award of the construction contract, to the Department of Labor and Industry as well as to the Public Agency Compliance officer; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Department of Labor and Industry and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Department of Labor and Industry as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to the Maryland State Code.

4.03 CONTRACT PROCEDURES

The Contractor must sign a contract containing the mandatory language in Section 4.02 above entitled "Specific Language Required". The construction goals and related contract obligations and procedures, as described in the regulations, do not apply to any construction contractor or subcontractor which submits appropriate evidence that it is operating under a federally approved or sanctioned affirmative action plan.

If the contractor refuses to sign a contract containing the mandatory affirmative action contract language, at the time the contract is submitted for signing by the OWNER, then the Owner will reject the contractor's bid as non-responsive. When such a rejection occurs, the same affirmative action requirements shall apply to any other contractor selected by the Owner in accordance with the contracting laws and procedures.

4.04 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12.101 et seq.), which prohibits descrimination on the basis of disability by public entities, in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this contract. In providing any aid, benefit or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs or other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practical after a claim has been made against it, give written notice thereof to the contractor along with the full particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph. It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this contract.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this contract or otherwise at law.

FORM OF CONTRACT

THIS AGREEMENT, between the **Town of Denton**, a municipal corporation of the State of Maryland, having its principal offices located at , hereinafter referred to as Owner and <Contractor>, having its principal place of business located at hereinafter referred to as "Contractor";

WITNESSETH;

That for and in consideration of the sum of , representing items 1 through 13 , contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the **Third Street and Fountain Avenue Resurfacing** , in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely , for said services provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Owner shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings
6. All Addenda.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations pursuant to the State of Maryland State Code, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.

This agreement, together with the contract documents, form the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

The Owner and the Contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement.

ATTEST: **<Contractor>**

_____ BY_____

_____ _____

(SEAL) Print Name & Title **Print Name & Title**

Dated this ____ day of _____, 20 ____

ATTEST: **Town of Denton**

_____ BY_____

(SEAL)

Dated this ____ day of _____, 20 ____

CERTIFICATE OF INSURANCE

Name & Address of Insured

_____

_____

				Limits of Liability in Thousands (000)		
Enter (X)	Type of Insurance	Policy Number and Insuring Company(ies)	Expiration Date	Amounts of Less Than $1,000,000 Will Not Be Acceptable	Amount Required Each Occurrence	Amount Provided Each Occurrence
	General Liability					
☐ ☒	Comprehensive Gen. Form			Bodily Injury	$1,000	$
☐ ☒	Premises-Operations			Property Damage	$1,000	
☐ ☒	Explosion & Collapse Hazard					
☐ ☒	Underground Hazard					
☐ ☒	Products/Completed Operations Hazard					
☐ ☒	Contractual Ins. (Blanket)			Bodily Injury and Property Damage Combined	$1,000	$
☐ ☒	Broad Form Prop. Damage					
☐ ☒	Independent Contractors					
☐ ☒	Personal Injury			Personal Injury	$	$
	Automobile Liability			Bodily Injury (Each Person)	$	$
☐ ☒	Comprehensive Form			Bodily Injury (Each Accident)	$	$
☐ ☒	Owned				$	$
☐ ☒	Non-Owned			Property Damage	$	$
☐ ☐	Garagekeepers Insurance (Without regard to legal liability as direct coverage on a primary basis)			Bodily Injury and Property Damage Combined	$1,000	$1,000
	Excess Liability			Bodily Injury and	$1,000	$
☐ ☒	Umbrella Form			Property Damage Combined		
☐ ☐	Other Than Umbrella Form					
☐ ☒	Worker's Compensation and Employers' Liability	*All States Endorsement		Minimum $100,000	$100,000	$

Remarks: Additional Insured: **REMINGTON, VERNICK & BEACH ENGINEERS, TOWN and TOWN SOLICITOR** It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to given a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation. above policy or policies with Limits of Liability of at least the required amounts. This certificate is executed and issued to the Owner on the day and date herein below written certifying that the Insured has been issued the

*** PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED ***

Name of Agency

Street Address

City, State & Zip Code

Signature of Authorized Representative of Insurance Company

Address
Date

Agency Telephone No.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverage and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column

AMOUNTS OF LESS THAN $500,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (or as shown on reverse side)

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column.

C. Worker's Compensation - As required by Maryland State Statute

D. Employer's Liability (minimum $100,000)

D. Excess Liability
Commercial Umbrella Form - $1,000,000.

E. Other Coverage(s)
As shown on reverse side.

THANK YOU

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXITING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE OWNER AND YOUR CLIENT.

Insert Prevailing Wages Rates HERE

and remove this sheet from spec package

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GENERAL CONDITIONS

1.0 GENERAL

1.01 DEFINITIONS

The following words and expressions used in the contract documents shall be construed as follows:

Owner	Town of Denton 4 N. Second Street Denton, MD 21629
Engineer	Remington, Vernick, and Beach Engineers 262 Chapman Road, Suite 105 Newark, DE 19702
Contractor	Party, firm,corporation with whom or which the contract is made, or authorized agent thereof.
Day	Calendar Days
Legal Holiday	Days which the Owner does not conduct normal business hours. The Contractor is responsible for contacting the Owner for a listing of these days.

1.02 SPECIAL NOTICE

The "Information for Bidders", the "General Conditions", the "Notice to Bidders", and "Proposal Section" shall be held equally binding with and are to be considered a part of the specifications and contract and the party of the second part, the Contractor, will be held responsible for neglect in attending to any part, paragraph
or item therein.

1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by him and

(b) That he is familiar with all Federal, State, County, Municipal and Department Laws, Ordinances and Regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part, and

(c) That such temporary and permanent work required by the contract documents and is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property, and

(d) That he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character,

quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.

1.04 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or his right, title or interest therein, to any persons, firm or corporation, without prior written consent of the Owner.

1.05 CONSTRUING THE SPECIFICATIONS

To avoid disputes and litigation, it must be distinctly understood by the Bidder/Contractor that the Engineer shall construe or interpret the specifications and explain any ambiguity therein and shall have the right to decide as to their purpose and intent and his decision upon any such ambiguity shall be final, conclusive and binding.

1.06 NECESSARY TO COMPLETE

If any work or materials are required which are obviously necessary to carry out the full intent and meaning of the said specifications although the same may not be either directly or indirectly in the specifications, the Contractor is hereby bound to furnish the same without charge or claim.

1.07 DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same affect as if shown or mentioned respectively in both. In case of any conflict between the drawings and specifications, the specifications shall govern. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to his own satisfaction prior to bid. The exact location of all parts of the work shall be governed by existing conditions, and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

1.08 RIGHT-OF-WAY

All right-of-ways through private property required shall be secured by the Owner. Contractor shall not start construction in right-of-ways until directed by the Engineer. No claim shall be made by the Contractor for damage due to delay in securing right-of-ways.

1.09 TIME LIMITS

The Contractor agrees to start the work herein contracted for within five (5) days from the date of the Engineer's Notice To Proceed to the Contractor directing him to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be limited to the following:

60 Calendar Days

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Engineer in writing of such delay and his intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the opinion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work.

1.10 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract, then the Contractor shall and will pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages.

One (1) to Fifteen (15) Days beyond Contract Time Limits: Five Hundred ($500.00) dollars per Calendar day.

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits: One Thousand ($1,00.00) dollars per Calendar day.

Greater than Thirty (30) Days beyond Contract Time Limits Two Thousand ($2,000.00) dollars per Calendar day.

The Owner shall recover said damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by an action of law against the Contractor, his surety or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Owner to furnish anything on its part to be furnished or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the delivery of equipment, materials, work and supplies as in the judgement of the Owner or Owner's representative to be fair and just.

1.11 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner has the right to stop work or terminate the contract,
if:

(a) The Contractor has violated the provisions of these specifications or any other Federal, State or Local law, or

(b) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

(c) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or

(d) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or

(e) The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or

(f) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or

(g) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and necessary therefor. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or Subcontractor, the Contractor may, upon ten (10) days notice to the Owner, discontinue his performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

1.12 REFERENCE TO THE STANDARD SPECIFICATIONS

(a) All applicable portions of the work performed under this contract shall comply with the requirements of the current Maryland Department of Transportation Standard Specifications for Construction and Materials, as amended or supplemented and whose specifications are made part of these specifications. The Maryland Department of Transportation Standard Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.

(b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's office or may be purchased from the Maryland Department of Transportation.

2.0 INSURANCE

2.01 STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with his work. He shall comply with all State Laws and Regulations concerning Workmen's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death which may arise during prosecution of the contract, either by himself or by any Subcontractor or anyone directly or indirectly employed by either of them.

2.02 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract, until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work, in his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the project is accepted by the Owner, and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Owner with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Owner, Remington, Vernick & Beach Engineers and the Solicitor shall be a named additional insured.

The Certificate of Insurance shall give the Owner and Engineer 30 days written notice of any material change in, cancellation of, or expiration of the policies.

The following types of insurance are required:

a. General Liability

b. Automobile Liability

c. Excess Liability

d. Worker's Compensation and Employer's Liability

The amounts for property damage and bodily injury for each type of insurance are as shown on the Certificate of Insurance herein.
The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Owner and Engineer the Certificate of Insurance for the Subcontractor and/or supplier.

Any insurance company providing coverage must be licensed, admitted and authorized to do business in the Commonwealth of Pennsylvania.

2.03 SUIT OR CLAIMS

The Contractor agrees to indemnify and save harmless the Owner and the Engineer and all their agents and employees from actions and suits of every kind and description brought against them, or on account of the use of patented rights, and from any damages or injuries received or sustained by any party, or parties, arising out of any act or omission of the Contractor, his workmen or agents in performance of the work under this agreement, including the furnishing of equipment, materials and supplies at the site of the proposed work.

2.04 DAMAGES TO PERSONS AND PROPERTY

Contractor shall fully and completely indemnify and same harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or his agents, or his employees.

3.0 CONDUCT OF THE WORK

3.01 ROLE OF THE ENGINEER

The Engineer may verify, by observation and/or required tests, the amount, quality, acceptability and fitness of the materials, equipment and supplies furnished; and shall interpret any ambiguities in the drawings and specifications, contract documents, and any extra work order. Upon request, the Engineer shall confirm in writing any oral direction, requirement or determination.

All work of refilling sunken ditches, repaving over trenches and keeping the streets and sidewalks in passable condition shall be satisfactorily performed by the Contractor during the construction of the work as well as during the maintenance period. If any work is not done within 48 hours after written notice given by the Engineer, the work may be done by the Owner and charged to the Contractor.

3.02 SURVEYS

Unless otherwise expressly provided for in the specifications, the Contractor will furnish all surveys necessary
for the execution of the work. The Owner will furnish a base line and datum bench marks as required. The Contractor shall measure and lay out his work and be responsible for the accuracy thereof from bench marks and base lines established by the Engineer which shall constitute the surveys hereinbefore referred to.

3.03 PRESERVATION OF STAKES

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible, for any mistakes that may be caused by their unnecessary loss or disturbance.

3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

(a) To take every precaution against injuries to persons or damage to property.

(b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the administration of Owner's affairs.

(c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.

(d) To frequently clean up all refuse, scrap material and debris caused by his operations and at all times the site of the work shall present a neat, orderly condition.

(e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.

(f) To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.

3.05 INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures met within the prosecution of the work,
including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to existing structures met within the prosecution of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Engineer.

3.06 CORRECTION OF WORK

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship and agrees to correct any such defects which may appear in such materials or workmanship within two years or the term of the maintenance bond, which ever is longer, following the final acceptance of the work by the Owner, such final acceptance to be evidenced by an appropriate resolution of the governing body in the case of municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority or by the issuance of final payment in the case of any Owner other than a municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority.

Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor or his surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents.

3.07 PUBLIC UTILITIES

The contract drawings indicate the approximate location of known overhead and subsurface utilities in the vicinity of the work. The bidder is advised to investigate and ascertain for himself all the facts concerning the actual location of these utilities.

The Contractor shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

The Contractor shall permit the Owners of utilities, or their agents, access to the site of the work at all times in
order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.
Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.

2. Damages for delay caused by conflicts with utilities outside the jurisdiction of the Owner (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

The bidder shall include all such costs in the prices bid for the various scheduled items in the Bid form.

3.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of his work and shall protect Owner's property from injury or loss arising in connection with his work. He shall also protect all adjacent property as provided by law, and shall be responsible for all injury to property and existing structures sustained during the prosecution of his work, including delivery to the site of the equipment, materials and supplies. He shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

All passageways, guard fences, light and other facilities required for protection by local authorities or local conditions must be provided and maintained.

3.09 CONTRACTOR TO ACT IN AN EMERGENCY

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor is required to act as he sees fit. He shall notify the Engineer thereof immediately thereafter.

3.10 EXTRA WORK

The Contractor further agrees that the Engineer may make such alterations as he may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such estimated cost will be the actual cost of materials, labor, equipment, and 10 % overhead plus ten percent (10%) profit. Contractor shall furnish breakdown estimate for such extra work. Change Orders and Open End Contracts will be in accordance with these specifications.

The Contractor shall not be entitled to receive payment for any extra work unless the same is certified in writing by the Engineer.

3.11 DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to.

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate.

Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator of person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

4.0 CONTRACTOR'S PERSONNEL

4.01 PERSONAL ATTENTION

The Contractor shall give his personal supervision to the prosecution of the work, or have a competent representative on the work who shall have written authority to carry out the requirements of the Contract Documents. He shall also supply all manpower, materials and equipment as they may be required in the furnishing and delivery to the site of the proposed work, the equipment, materials and supplies bid upon.

4.02 CONTRACTOR'S SUPERINTENDENT

The Contractor shall attend to the work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Owner and Engineer and shall not be removed or replaced without due notice being given the Owner and Engineer. The Superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

4.03 LABOR LAWS

The Contractor and any Subcontractors shall comply with all the requirements of the Labor Laws of the State of Maryland applicable to contracts on behalf of this Owner for construction, alteration or repair of any building or public work.

The Contractor hereby agrees to comply in all respect with the Code of Maryland as amended. A copy of the prevailing wage rates pertaining to the work and issued by the Maryland Department of Labor and Industry entitled, "Prevailing Wage Rate Determination" is on file in the Engineer's office and is included herein. No public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Division of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor .

The prevailing wage rate shall be determined by the State of Maryland Division of Labor and Industry.

Contractors or Subcontractors performing public work of a public body subject to the provisions of this act shall post the prevailing wage rates for each craft and classification involved as determined by the Maryland Division of Labor and Industry including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

In the event it is found that any workmen, employed by the Contractor or any Subcontractor, on this project, has been paid a rate of wages less than the prevailing wage required, the Department of Labor and Industry along with the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise, the Contractor and his surety(ies) shall be liable to the Department of Labor and Industry along with the Owner for any excess costs occasioned thereby.

Prior to final payment, the Contractor shall be required to execute and deliver an Affidavit of Compliance in a form provided by the Engineer, as required.

4.04 CONTRACTOR'S EMPLOYEES

All workmen must be competent and fully qualified in the type of work to be performed. Any employee of the Contractor, who is found by the Engineer to be incompetent, or who is performing his work in an unsightly manner or contrary to the specifications or the Engineer's instructions, or who is disorderly, shall be removed from the project and shall not again be employed on the project without the Engineer's consent.

4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics, workmen and laborers may be employed for longer periods than eight hours per calendar day, if paid extra compensation on the basis of eight hours constituting a days work, in accordance with all State and Federal laws.

4.06 PAYMENT OF EMPLOYEES

The Contractor and each of his Subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in legal tender and not less often than once each month.

4.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standards for Construction (P.L.91-54).

4.08 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (incl. employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors in America and Part VI "Temporary Traffic Control" of the U.S. Dept. of Transportation. Federal Highway Administration "Manual on Uniform Traffic Control Devices", latest edition, whichever is more stringent to the extent that such provisions are not in contravention of applicable law. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods and for any damage which may result from their failure for their improper construction, maintenance or operation. The cost of "Accident Prevention" shall be included in the lump sum or unit price bid whichever is applicable.

5.0 MATERIALS

5.01 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor that are subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

5.02 ROYALTIES AND PAYMENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the Owner harmless from loss or account thereof.

5.03 USE OF DOMESTIC MATERIAL

In the performance of the work, the Contractor and all Subcontractors shall use only manufactured materials and farm products of the United States of America, wherever available.

All Contractors and Subcontractors shall comply with all State and Federal statues, which relate to the use of domestic materials.

5.04 ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Engineer's approval of their conformity to the specifications. In the case of concrete aggregate and similar materials, samples must accompany the request for approval. The Contractor must forward to the Engineer copies of all shipping lists, invoices or delivery slips accompanying such deliveries.

5.05 SAMPLES

The Contractor shall submit to the Engineer any samples of materials before or during the progress of the work that may be required by the Contract Documents and all materials and workmanship must be equal in every respect to the samples submitted and approved.

5.06 SHOP OR SETTING DRAWINGS

(a) The Contractor shall submit promptly eight copies of each shop or setting drawings, of which two will be returned to the contractor prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings.

(b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.

(c) Any equipment or materials installed without this written approval of the Engineer will be required to be removed by the Contractor at his own expense and replaced with equipment and materials as approved.

5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the contract as required. The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Engineer will prepare, jointly (a) a schedule fixing the date at which special drawings will be required and by whom they will be made, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work, each such schedule to be subject to change from time to time in accordance with the progress of the work.

5.08 OR EQUAL CLAUSES

Wherever in these contract documents a particular brand, make of materials, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard.

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim.

Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, devices or equipment, which in the opinion of the Engineer is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted. All material and workmanship shall, in every respect be in accordance with what, in the opinion of the Engineer is in conformity with approved modern practice.

Whenever the drawings, specifications or other contract documents or the direction of the Owner or its authorized agent admit of doubt as to what is permissible, and/or fail to note the quality of any work, that interpretation will be made by the Engineer which is in accordance with approved modern practice to meet the particular requirement of the contract.

In all cases, new materials shall be used unless this provision is waived by notice from the Engineer.

5.09 SUBSTITUTIONS

After the execution of the contract, substitution of equipment or materials of makes other than those named in the contract will be considered for one reason only. That the equipment proposed for substitution is superior or equal in construction and/or efficiency to that named in the contract.

Complete data, to include: shop drawings, specifications, performance curves, test results, list of similar installation with years of service, operating and maintenance instruction, a statement that the Contractor agrees to pay all costs that will result directly or indirectly from acceptance of the substitute, and all other necessary information; shall be submitted in triplicate to enable the Engineer to evaluate the proposed

substitution equipment or material. The determination as to whether or not such changes will be permitted rests solely with the Engineer.

The Contractor shall take and assume full responsibility and bear any extra expense or cost incurred by changes advocated by him. Those costs include, but are not limited to, review time by the Engineer or the Engineer's Consultants, costs of redesign, and claims of other contractors affected by the resulting change. It will be assumed that the cost to the Contractor of the equipment or materials proposed to be substituted is less than the equipment or materials named in the contract, and if the substitution is approved, the contract price shall be reduced by an amount equal to the savings.

5.10 MATERIAL SAFETY DATA

The State Department of Health has adopted a Workplace Hazardous Substance List, which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of, the contractor must furnish the Owner a "Material Safety Data Sheet" for each product which is supplied to the Owner which contains a substance listed on the Hazardous Substance List. The Owner reserves the right to request a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of each product shall have a label affixed or stenciled onto any container that contains any substance listed on the Hazardous Substance List .

6.0 INSPECTION AND TESTING

6.01 INSPECTION

The Contractor shall afford every facility for inspection of the equipment, materials and supplies at all times by the Engineer prior to the delivery of same to the site of the work. All equipment, supplies and materials shall be tested in the presence of the Engineer, if so desired.

Any equipment, materials, supplies or workmanship deemed of inferior quality, or not in accordance with the finally approved specifications, brought to or incorporated in the work may be rejected by the Engineer. The equipment, materials and supplies and workmanship may be re-inspected at any time, prior to delivery to the site of the proposed improvements. The Contractor shall bear all the expense of testing materials.

When construction is not continuous through the normal work week, (Monday through Friday), Contractor must notify the Engineer at least 24 hours in advance of any stopping or starting of the work. Notification may be by writing, telephone, facsimile, telegraph or personal visit to the Engineer's listed office.

Contractor shall notify Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays. If the project receives inspection by the Engineer, the normal working hours for the Engineers inspector are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Any overtime inspection costs for the Engineers inspector which are avoidable shall be reimbursed by the Contractor.

As the Owner is only paying for the contract time in the Contract Documents, the Contractor shall be responsible for all costs of inspection and contract management beyond the contract time limits, unless a written extension of time has been granted by the Owner. These costs are in addition to any liquidated damages that may be charged to the Contractor.

6.02 DAILY REPORTS

Contractor shall furnish a daily report to the Engineer in writing, the form of which report shall be submitted to the Engineer for approval, which shall include a general description of the work performed, dated, weather, number and type of men employed, location of work, and any pertinent remarks affecting the work. The daily report shall also include a Certification of Site Safety Conditions signed by the Contractor's Authorized Representative, the form of which is attached hereto .

6.03 INSPECTORS

The work shall be conducted under the general observation of the Engineer through such Inspectors as the Engineer employs. Inspectors are stationed on the site of the work to represent the Engineer and to report to him concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such observation, if and when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor, any Subcontractor, or to any third party.

The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

6.04 OFFICE TRAILER

When required by the Contract Documents, the Contractor shall furnish and maintain a private office for the Owner or Owners designee with an area not less than 80 square feet which shall have heat, light, a desk, four-drawer locked legal size file, plan rack, 36"x48" drawing table, desk, chair, telephone service and drawing stool. When more than one Contractor is engaged, the office shall be furnished and maintained by the General Contractor.

6.05 ACCESS TO THE WORK

The Contractor shall furnish the Engineer with every reasonable facility for observing the work as performed.

The Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Engineer or his representative are in or about the premises mentioned above in the course of their duties, they shall be deemed conclusively to be an invitee of the Contractor. If the Contractor is not the Owner of the premises mentioned above, the Owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries, damages, etc, for death of the Owner or his representative due to the negligence on the part of the Contractor or his agent.

6.06 COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to observation by Engineer or contrary to the orders and direction of the Engineer and such work is not subject to testing and approval by any acceptable alternate method it must, if required by the Engineer, be uncovered for examination. Such uncovering and all

necessary restoration regardless of the final acceptability of the work uncovered, shall be at the expense of the Contractor.

6.07 TESTING MATERIALS

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed-in-place concrete, and similar materials; will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and tests or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.

If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, tests and analysis.

7.0 PAYMENTS

7.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish the Engineer (a) a detailed estimate giving a complete breakdown of the contract price on Lump Sum Contracts and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only in determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

7.02 PAYMENTS

Unless otherwise specified, on the first day of each month or within thirty (30) days thereafter, the Engineer will estimate approximately the value of the work performed, and equipment, materials and supplies delivered on the ground inspected and accepted during the preceding month, according to these specifications, less any retainage, and shall be certified by the Engineer for payment to the Contractor. The value of the work, as estimated, will be determined by the lump sum and/or unit price bid. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Engineer and Solicitor on behalf of the Owner, which details the conditions of payment.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

No request for payment shall be approved until a Certification of Site Safety Conditions showing no unsafe conditions for each day worked in the payment request period has been furnished by the Contractor. When the work performed under this contract has been completed by the Contractor and accepted by the Owner, the Engineer shall make a final estimate of the work and certify the same to the Owner which shall for causes herein specified, pay to the Contractor the balance due, said payment, unless otherwise specified, to be made

within thirty (30) days from the date of the final acceptance, excepting therefrom such sum as may be lawfully retained under any provisions of this contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

7.03 RETAINAGE

The Contractor is advised that for contracts $100,000.00 and under for improvement to real property, the sum of 10% of the amount due shall be held on each partial payment pending completion of the project.

The provisions of this section provide that the Contractor may:

1. Agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of Maryland, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean par value or current market value, whichever is lower.
2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Owner and Engineer, or

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding, Any interest accruing on such cash withholdings shall be credited to the Owner.

Furthermore, this section provides that for contracts over $100,000.00 for improvement to real property:

1. From the total amounts due as ascertained through a current Engineer's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract.

2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Owner shall be released and paid in full to the contractor within 45 days of final acceptance date agreed upon by the contractor and Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

7.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release by the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Owner, or Owners designee and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance, payment and maintenance bonds.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENTS

Owner may withhold from the Contractor as much of any approved payments due him as may, in the judgment of the Owner, be necessary, to

(a) Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work.

(b) Protect the Owner from loss due to defective work not remedied, or

(c) Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of his Subcontractors that the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the amount of the Contractor.

(d) Protect the Owner from enforcement action by others or from being in non-compliance with laws or regulations due to the failure of the Contractor to supply the Engineer and or Owner with Monthly Manning Reports, Certified Payroll Reports or other submittals required by the Engineer or Owner.

7.06 COSTS OF ENGINEERING AND INSPECTION

There will be deducted from the contract and retained by the Owner an amount to defray the cost of wages and overhead paid by the Owner to the Resident Engineer, Inspector or Inspectors employed on the work for any avoidable time in excess of eight (8) hours per day or on Saturdays, Sundays or legal holidays. This amount shall be determined at the rate of the hourly rate contract with the Owner per man hour for each Inspector or Resident Engineer for, in excess of 8 hours per day and at the rate of the hourly rate contract with the Owner per man hour for Saturday, Sunday and Holidays for each Inspector or Resident Engineer.

In addition, there will be deducted from the contract and retained by the Owner an amount equal to the cost paid by the Owner to the Engineer, for all inspection and contract administration performed in excess of the completion time stipulated for the contract, or as amended by approved change orders.

7.07 LIENS

Final payment of retained percentage shall not become due until the Contractor, if required, shall furnish the Owner a complete release of liens arising out of his contract, or receipts in full, in lieu thereof covering claims of any kind or character for work or labor done, or labor or materials furnished by the Subcontractor, materialmen, persons or corporations whatsoever.

7.08 PREVAILING WAGE PAYMENT CERTIFICATE

The form attached hereto, entitled "Prevailing Wage Payment Certification" shall be executed by the Contractor and submitted with the final voucher prior to final payment.

7.09 CERTIFIED PAYROLL REPORTS

The Contractor shall submit original certified payroll reports within 10 days of the payment of wages to the Owner with a copy to the Owners designee.

PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT _____

TO _____
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen

The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Maryland Department of Labor and Industry and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim, lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: _____ _____
CONTRACTOR

STATE OF MARTYLAND

COUNTY OF _____

_____, being duly sworn according to law, upon his oath disposes and says that he is the _____ (Owner-pres. or authorized agent) of _____ (name of corporation) that he has read the aforesaid statement of certification and knows the content thereof, and that the same is true of his own knowledge and this affidavit is being executed by him.

_____
Signature

Sworn and subscribed to
before me this _____day of _____ 20__,

_____
Notary Public

CERTIFICATION OF SITE SAFETY CONDITIONS

TOWN: _____ PROJECT NAME _____

COUNTY: _____ JOB # _____

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

- ☐ Unsafe Trench Condition
- ☐ Unsafe Entry to Live Manhole
- ☐ Unsafe Traffic Control
- ☐ Unsafe Equipment
- ☐ Inadequate Fall Protection
- ☐ Proximity to Electric
- ☐ Other _____

_____

- ☐ None _____

Comments/Resolutions _____

_____

Contractor:_____

by:_____
Authorized Representative

I executed this form at _____ on_____
Time Date

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

Section 00000 – Scope of Work

Section 01000 – General Requirements

Section 02295 - Geotextiles

The Contractor shall reference the following sections from the Town of Denton Standard Specifications and Details for Public Works Construction, January 2010 Edition, most recent edition.

DENTON SPECIFICATIONS	SECTION
General Provisions	GP
Storm Drains and Appurtenances	09
Storm Drain Manholes and Catch Basins	10
Concrete Curb, Gutter, and Sidewalk	11
Preparation of Roadway Base	12
Bituminous Concrete Pavement & Bituminous Surface Treatment	13
Miscellaneous	14

OTHER DOCUMENTS

Project Plans, entitled "Third Street and Fountain Avenue Resurfacing" (5 sheets)

SECTION 00000
SCOPE OF WORK

PART 1 - GENERAL

1.01 Project

A. This project is located in the Town of Denton, Caroline County, Maryland. The project site is located at the intersection of 3rd Street and Fountain Avenue.

1.02 Project Description

A. The work consists of, but is not limited to: storm sewer improvements, curb replacement, sidewalk replacement, ADA compliant curb ramp construction and roadway resurfacing. The scope of work is more fully described in the Project Specifications herein and on the Project Plans.

1.03 Work Included

A. Base Bid - Storm Sewer Improvements

1. Install new storm sewer inlets and pipe. Furnish new storm sewer structures in accordance with the project specifications and the project plans. Install new storm sewer structures and pipes, of the sizes listed, in the locations shown on the project plans. There will be no separate payment made for the removal and disposal of existing storm sewer pipes or inlet structures.

B. Base Bid - Curb, Sidewalk and Handicapped Ramps

1. Remove and replace Type A combination curb and gutter, where directed on the project plans. New curb and gutter shall be set to the proposed elevations given on the project plans or as directed by the Engineer. In general, curb limits shall be as shown on the project plan or as required for curb ramp construction. If there is an existing curb joint within 3 feet of the proposed limits, then the limit of curb shall be extended to the existing joint.

2. Curb ramps shall be installed where directed on the project plans. In general, the new curb ramps are to be constructed to the lines and grades shown on the project plans. Upon construction, the new curb ramps must comply with all ADA requirements, as described on the project plans and in the project specifications. Should the contractor fail to construct the curb ramps in a manner which conforms to these requirements, the contractor may be required to remove and re-install the curb ramps at their own expense. Each new curb ramp shall include a detectable warning surface, placed as indicated on the project plans and having Federal Color No. 20109. Handicapped ramps shall be constructed using 4" thick concrete, which is placed on top of a compacted 6" thick AASHTO No. 57 Coarse Aggregate subbase. Cheek walls for curb ramps shall be considered to be the same as concrete curb with regard to

construction, measurement and payment. Cheek walls shall only be installed as necessary or as otherwise directed by the Engineer.

C. Base Bid - Roadway Construction

1. Milling of asphalt road surface. Roadway surface shall be milled to a 2" depth as directed by plans. Milling shall be scheduled so as to expose the street surface for only an area that will be repaired, leveled and paved within seven (7) days. No milled surface shall be exposed for more than seven (7) days.

2. The milled surface shall be inspected by the Engineer prior to commencement of any base repairs. The areas for base repair shall be approved and marked in paint in the presence of the Paving Foreman and the On-Site Inspector.

3. Partial Depth Base Repair, if and where, as directed by the Engineer to stabilize the sub-grade for paving. Base repairs shall be in accordance with Section 12 of the referenced Denton Specifications.

4. Full Depth Base Repair, as directed by plans to stabilize the sub-grade for paving. Base repairs shall be in accordance with Section 12 of the referenced Denton Specifications.

5. Construction of a 2" Superpave Asphalt Surface Course, 9.5MM, PG. Pavement surface shall be graded according to the project plans in order to ensure sufficient surface drainage. Seal all pavement joints after paving.

6. Traffic Striping. Install new thermoplastic crosswalk striping as shown on plans.

1.04 General Requirements

A. Construction layout of all proposed elements of construction to the specified lines and grades. All limits of work shall be marked out and approved by the Engineer prior to excavation. Proposed grades are not guaranteed, and shall be verified in the field during construction layout. Any discrepancies in proposed grades shall be brought to the attention of the Engineer so that design adjustments can be made prior to construction.

B. Setup and maintenance of temporary erosion and sediment controls. The contractor may be required to install additional erosion controls at the direction of the Engineer. No additional payment will be made for erosion controls. The contractor will be required to clean and remove any material that erodes from excavations associated with the project. No additional payment will be made for clean up and disposal of eroded material.

C. Removal of existing features as incidental to the contract work items, including but not limited to the following: metal plates, pipes, concrete slabs, stone, bricks, and all foreign materials encountered during excavation for contract items.

D. Installation of storm sewer inlets, manholes and piping in the locations shown. The contractor shall be responsible for determining the exact location of underground utilities.

No additional payment will be made for test holes. Pay items for all storm sewer related work includes backfill and roadway restorations.

1.05 Additional Requirements

A. The cost of all related incidental work, dust control, erosion control, cleaning and restorations shall be included in the various unit prices bid. These activities are not separate pay items.

B. All materials, construction procedures, type and use of equipment, measurement and payment shall be in accordance with the Town of Denton Standard Details for Public Works Projects and Maryland Department of Transportation Standard Specifications for Construction and Materials, unless otherwise noted and/or modified by these specifications.

C. The contractor is responsible for the construction layout of this project. The contractor shall forward all construction layout survey information to the Engineer for reference including: benchmarks, stationing and elevations.

D. All contractors and other persons utilizing this specification and the information contained herein are cautioned to comply with the requirements of Maryland Underground Facilities Damage Law. Each individual contractor using the project plans must verify the location and depth of all underground utilities and facilities before starting work. The contractor shall notify "Miss Utility of Delmarva" (1-800-441-8355) at least 72 hours prior to the start of any excavation.

E. The contractor shall establish contact with an individual from each local utility prior to commencement of excavation. The contractor shall notify the Engineer and the utility owner immediately should a conflict occur in the limits of construction. The contractor shall be responsible for coordination of all work to be performed by the utility owner with regards to the work included in this contract. Additional payment will not be made for any delays incurred or any additional work performed due to conflicts with existing utility mains or service lines.

F. All paved asphalt or concrete areas disturbed during construction shall be restored to a condition at least equal to that which existed prior to the start of construction.

G. All grassed areas disturbed during construction shall be topsoiled, fertilized and seeded. No additional payment will be made for restoration of grassed areas, but the cost shall be included in the various items of the proposal.

H. All fill shall be placed in twelve inch (12") thick lifts and thoroughly compacted to the satisfaction of the Engineer. If borrow fill is required, it shall be subject to the approval of the Engineer.

I. The contractor shall be responsible for the location and preservation of underground and surface utilities and structures at / or adjacent to the site of construction. It shall be at the contractors own expense to repair or replace anything that is damaged by the contractor.

J. All construction details not shown shall be in accordance with MD DOT standards as detailed in:
   a. MD DOT Standard Specifications for Construction and Materials
   b. Town of Denton Standard Specifications and Details for Public Works Construction.

K. If encountered, payment will not be made for the excavation of rock, but the cost shall be included in the various items of the proposal.

L. Payment will not be made for the relocation of signs, but shall be included in the various items of the proposal.

M. The contractor shall refer to Sheet 2 of the project plans for additional requirements.

N. The project plans, entitled "Third Street and Fountain Avenue Resurfacing" are appended and hereby included with the project specifications.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 – QUANTITY AND PAYMENT

4.01 Inlet, MD SHA Type 'S'

A. Quantity of "Inlet, MD SHA Type'S'" shall be measured in units for each (EA) individual drainage structure installed.

B. Payment for "Inlet, MD SHA Type'S'" shall be made for each (EA) structure installed and shall include construction layout, excavation, shoring, stone subbase, all block, brick, cast in place or precast materials, adjustment rings, brick and mortar, top units and bicycle safe inlet grates, cast-in-place concrete flow channels, removal of existing structure, mortar as necessary to seal all joints and pipe connections, backfill, roadway restorations and incidental work.

4.02 Standard Type A Combination Curb and Gutter, 12" x 18"

A. Quantity of "Standard Type A Combination Curb and Gutter, 12" x 18"" will be measured in linear feet (LF) for the actual length of Standard Type A Combination Curb and Gutter, 12" x 18" constructed. Standard Type A Combination Curb and Gutter, 12" x 18"will be constructed.

B. Payment for "Standard Type A Combination Curb and Gutter, 12" x 18"" will be made per linear foot (LF), and shall include all materials, labor and equipment necessary to perform construction layout, sawcutting existing concrete and bituminous surfaces, excavation, removal and disposal of existing curb, subgrade preparation, stone subbase, placement of

forms, expansion joint material, pouring and finishing concrete, white pigmented curing compound, backfilling, up to eighteen inch (18") width of roadway reconstruction, restoration, power washing, and incidental work.

4.03 4" Concrete Sidewalk

A. Quantity of "4" Concrete Sidewalk" will be measured in square Feet (SF) for the actual area of concrete constructed for handicapped curb ramps. Measurements for handicapped curb ramps will include ramps, wings, cheek walls, and landing areas. The Contractor shall be responsible for achieving ADA compliant slopes for all handicapped ramp elements depicted in the construction details provided.

B. Payment for "4" Concrete Sidewalk" will be made per square feet (SF), and shall include all materials, labor and equipment necessary to perform construction layout, excavation, subgrade preparation, formwork, stone subbase, expansion joint material, pouring and finishing concrete, white pigmented curing compound, truncated dome detectable warning surfaces, protection, backfill, restorations, incidental work.

4.04 Relocate Existing Signs

A. Quantity of "Relocate Existing Signs" will be measured for this project Each (EA) sign actually replaced.

B. Payment for "Relocate Existing Signs" will be made per Each (EA), and shall include all material, labor and equipment necessary to remove existing sign, existing sign foundation, and installation of the existing sign at the new location.

4.05 Asphalt Milling – 2" Depth

A. Quantity of "Asphalt Milling – 2" Depth" will be measured in square yards (SY) for the total area milled to the specified depth.

B. Payment for "Asphalt Milling – 2" Depth" will be made per square yard (SY). Payment shall include milling equipment, sawcutting, labor, and the removal and proper disposal of milled material.

4.06 Superpave Asphalt Mix 25.0MM for Full-Depth Patch, PG 64S-22, Level 2

A. Quantity of "Superpave Asphalt Mix 25.0MM for Full-Depth Patch, PG 64S-22, Level 2" will be measured in Square Yards (SY) of material installed at the specified compacted thickness.

B. Payment for "Superpave Asphalt Mix 25.0MM for Full-Depth Patch, PG 64S-22, Level 2" will be made per Square Yard (SY), and shall include surface preparation, tack coat, Superpave asphalt material, placement, compaction, joint sealing, restorations and incidental work.

4.07 Superpave Asphalt Mix 25.0MM for Partial-Depth Patch, PG64S-22, Level 2, 4" Thick

A. Quantity of "Superpave Asphalt Mix 25.0MM for Partial-Depth Patch, PG64S-22, Level 2, 4" Thick" will be measured in Square Yards (SY) of material installed at the specified compacted thickness.

B. Payment for "Superpave Asphalt Mix 25.0MM for Partial-Depth Patch, PG64S-22, Level 2, 4" Thick" will be made per Square Yard (SY), and shall include surface preparation, tack coat, Superpave asphalt material, placement, compaction, joint sealing, restorations and incidental work.

4.08 Superpave Asphalt Mix 9.5MM for Surface, PG 64S-22, Level 2, 2" Thick

A. Quantity of "Superpave Asphalt Mix 9.5MM for Surface, PG 64S-22, Level, 2" Thick" will be measured in Tons (TON) of material installed at the specified compacted thickness.

B. Payment for "Superpave Asphalt Mix 9.5MM for Surface, PG 64S-22, Level 2, 2" Thick" will be made per Ton (TON), and shall include surface preparation, tack coat, Superpave asphalt material, placement, compaction, joint sealing, restorations and incidental work.

4.09 5" Thermoplastic Pavement Markings, White

A. Quantity of "5" Thermoplastic Pavement Markings, White" will be measured for this project in Linear Feet (LF) of actual thermoplastic striping installed.

B. Payment for "5" Thermoplastic Pavement Markings, White" will be made per Linear Foot (LF), and shall include all material, labor and equipment necessary to layout and install all pavement markings.

END OF SECTION

SECTION 01000
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 General

A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functionable system, and should any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of such workmanship or materials shall be included in the items in the bid form.

B. Where construction is being performed in traveled roadways or rights-of-way, the Contractor is to provide all necessary traffic controls and devices in accordance with the current Maryland Department of Transportation standards.

C. The Contractor shall notify all utility companies prior to Construction of utilities, curbing and paving.

D. Prior to any excavation, the Contractor shall have all utilities marked and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify the Engineer of any conflicts. The Contractor shall arrange for any necessary utility relocations or field changes and shall reschedule his operations appropriately.

E. The Contractor, in the construction of the project, shall not stockpile materials or store equipment on any private property; except areas designated by the plans or as directed by the Engineer. If so required, the Engineer may direct the Contractor to have equipment removed from any project during weekend hours.

F. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the Owner during the construction of the project as well as during the maintenance period. If any remedial work is not done within three (3) days after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.

G. Special care shall be taken to prevent contamination, siltation, or interference of any kind with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any ponds or other bodies of water.

H. The Contractor is to insure that proper measures for erosion control are employed and provide for the early establishment of vegetation that will help avoid erosion problems

during and after construction. It is expected that the Contractor will anticipate possible problems and provide timely and adequate control to prevent or minimize adverse effects.

I. The Contractor shall apply and pay for all permits that may be required for any of the work involved with this project. Fees will be waived for the Town of Denton Permits.

J. The Contractor is to notify residents by door-hangers, at least forty-eight (48) hours in advance, before starting construction work that will directly affect their property frontage, driveway(s) and/or on-street parking.

K. All notes on plans shall be made a part of the specifications.

L. The Contractor shall notify the Engineer at least forty-eight (48) hours in advance of any work scheduled for Saturdays. There will be no work permitted on Sundays or holidays. This project will receive full-time inspection and the normal working hours for the Inspector are from 7:00 AM to 3:30 PM, Monday through Friday. Any overtime inspection costs which are avoidable will be reimbursed by the Contractor.

M. During the construction phase of the project, travel lanes shall remain open at the end of each day.

N. The Contractor shall take extreme care in the placement of the asphaltic tack coat so as to not make it visible on the concrete curb or inlet top units. It shall be the Contractor's responsibility to keep the concrete curb and inlet top units clean of this material.

O. Separate payment will not be made for construction layout. The costs for construction layout for all site work shall be included in the various items of the proposal.

1.02 Public Utilities

A. The Contractor is required to ascertain all the facts concerning the location of utilities.

B. The Contractor shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time scheduled to perform any work that will impact or affect their facilities.

C. The Contractor shall permit the Owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.

D. Separate payments will not be made for the coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore and the bidder shall include all such costs in the prices bid for the various scheduled items in the Bid Form.

1.03 Preconstruction Video

A. The Contractor shall, at no extra cost to the Owner, take DVD video recordings of the site prior to the commencement of construction. The video recording shall accurately depict the existing preconstruction condition of all curbs, sidewalks, driveways, fences, lawns, landscaped area, mailboxes, street furniture and all other appurtenances within, or outside a 25 foot radius of the limits of the construction of the project. Two (2) copies of the video recording shall be provided to the Engineer. The date of the DVD video, as well as identification as to the location which the video depicts must be provided.

1.04 Maintenance and Protection of Traffic

A. The Contractor shall erect or place and maintain in good condition, barricades, warning signs, lights, flares, approved yellow-flashing light units, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval, at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable vehicular or pedestrian traffic width of the road or sidewalk is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic.

B. The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions, including any that may be ordered by the Engineer, which are necessary for the safety of the public and protection of the work.

C. The Contractor shall obtain the approval of the Engineer and consent of all appropriate authorities having jurisdiction, for any detours which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulations and direction of traffic thereon, and the installation and maintenance of signs and traffic devices.

D. Before beginning work on any phase of the project, the Contractor shall furnish and install warning signals, barricades, wood traffic guides, lights, flares and other devices necessary, in the opinion of the Engineer, to protect the public during that phase of his operations.

E. If battery operated flashing warning lights are used, they shall conform to the specifications prepared by The Maryland Department of Transportation, Official Traffic Control Devices.

F. Road construction signs shall be placed at each end of the project along with every connecting intersection. At the start and end of each day, detour signs shall be placed if required.

G. During the work on this project, the Contractor shall provide and/or be prepared to provide traffic protection devices in accordance with the MUTCD. The minimum numbers set forth in the Schedule shall be on hand at each separate project site prior to the commencement of any work (or phase of work) and shall be maintained available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices shall be sufficient cause for the Engineer to order cessation of work. When lack of any required safety devices presents an immediate hazard, the Engineer may order that such devices be provided by the Owner or by other Contractors, deducting the cost thereof from any monies due or becoming due the Contractor lacking the required devices.

H. Additional devices shall be provided by the Contractor as required or directed prior to the commencement of any operation or phase of an operation requiring such devices.

I. Uniform traffic directors (flagpersons) shall be provided whenever alternate two-way traffic is maintained in a single lane, whenever Contractor's operations require closing of a lane or portion of a lane on a multiple lane roadway, whenever the Contractor's equipment or vehicles are entering or leaving active roadways at other than normal street intersections, whenever a Contractor's operations will be contrary to or cause confusion regarding normal traffic control devices (traffic signals, signs, etc.) within a work area and whenever else, in the opinion of the Engineer, the Contractor's operations cause such hazards as to require the use of Traffic Directors.

J. Traffic Directors shall be responsible and thoroughly familiar with their responsibilities, and, while serving as Traffic Directors, shall not be required to perform any other duties. Traffic Directors shall be provided with an orange or red flag, an orange, orange and white, or lime green traffic safety vest and white or orange hard hat or other appropriate head gear. The Contractor may, at his option, secure the services of uniformed policemen having jurisdiction in the locality within which the project is located. Provision of such uniformed policemen will be deemed sufficient in meeting the requirements of this specification.

K. Traffic must be maintained throughout each separate work area during construction. At least one 12' lane must be maintained for traffic during all actual construction periods and at least two 10' lanes must be maintained for traffic at all other times.

L. The Contractor is advised that there may be heavy commuter traffic during the morning from 7:30 AM to 9:00 AM and the afternoon from 3:00 PM to 5:30 PM.

M. Construction shall be so staged to maintain at least one lane for traffic in each direction throughout each separate work area during the morning 7:30 AM to 9:00 AM and the afternoon 3:00 PM to 5:30 PM weekday periods of peak traffic.

N. Any restriction of traffic at any time shall be subject to the approval of the Engineer, and the Town Police Department. Any restriction of traffic on a Maryland State Highway shall be subject to regulations and permitting prescribed by The Maryland Department of Transportation. The Contractor shall submit a schedule of staged construction to the Engineer for approval prior to any restriction of traffic.

O. Should construction be in close proximity to a school or school traffic route, and be commenced during an active school period, the Contractor shall provide open traffic lanes to accommodate school bus and school related traffic.

P. If detours are proposed by the Contractor, they are subject to the review and approval of the Engineer, the Town Police Department and/or The Maryland Department of Transportation, as applicable.

Q. A detour plan and schedule shall be prepared by the Contractor for each proposed detour and submitted to each of the approving agencies previously mentioned. All detour signs shall conform to the requirements for Traffic Control Devices.

R. Temporary traffic stripes will be necessary to control and guide traffic through individual work areas. The Contractor shall submit a scheme for approval by the Engineer of all temporary traffic stripes prior to removal of any existing traffic stripes.

S. Construction of proposed utility pipes or storm pipes across existing roadways shall be so staged to maintain one lane in each direction. Trenches shall not remain open overnight.

T. The Contractor shall provide adequate means of access for fire, police and emergency vehicles throughout the length of the project. Contractor shall also provide for safe and adequate means of access to adjacent properties, both private and public.

U. The cost of all work as specified hereinbefore and all other work required to protect public safety and maintaining traffic flow shall be included in the prices bid for the various items in the Bid Form, unless specifically requested as a bid item in which case payment will be made as a lump sum.

1.05 Reference to the Standard Specifications

A. Portions of the work performed under this contract shall comply with the requirements of the Town of Denton Standard Specifications and Details for Public Works Construction, Maryland Department of Transportation Standard Specifications for Construction and Materials, latest edition, and supplements and the Maryland Department of Transportation Standard Construction Details as applicable and all requirements modified, as amended or supplemented and whose specifications are made part of these specifications.

B. The Standard Specifications are made part of these specifications by this reference as if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications.

1.06 Dust Control

A. The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor. Costs for dust control shall be included in the prices bid for the various items in the bid form.

1.07 Testing Materials

A. Except as may be provided elsewhere, test or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed and placed concrete, and similar materials; will be performed by a test laboratory which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and test or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor.

B. If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, test and analysis.

1.08 Test Cores and Core Analysis

A. The Contractor shall be responsible for providing test cores and core analysis of all bituminous concrete surface course and bituminous stabilized leveling and base course items upon completion of these items. Test coring and core analysis shall be performed by a testing laboratory equipped and experienced in performing this work. The testing laboratory shall be approved by the Engineer. Coring and core analysis shall be performed in strict compliance with the Maryland Department of Transportation Standard Specifications for Construction and Materials.

1.09 Mobilization

A. DESCRIPTION—This work is the assembly and set-up of the general plant required to comply with the contract and with local and State laws and regulations. General plant includes Contractor's offices, shops, plants, storage areas, and sanitary or other facilities. This work includes obtaining the required permits, insurance, bonds, and any other initial items required for the start of the work.

B. MATERIAL—These material and furnishings will not be considered a part of the other completed contract items.

(a) Mobilization shall be performed in strict compliance with Maryland Department of Transportation Standard Specifications for Construction and Materials.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 – QUANTITY AND PAYMENT

4.01 Maintenance and Protection of Traffic

A. Quantity of "Maintenance and Protection of Traffic" will not be measured for this project, but shall be bid as a lump sum (LS) as shown on the bid form.

B. Payment for "Maintenance and Protection of Traffic" will be made at a percentage of the lump sum (LS) amount bid. The percentage estimated for each payment application shall be proportional to the dollar amount of the contract completed for that payment period.

4.02 Mobilization

A. Quantity of "Mobilization" will not be measured for this project.

B. Payment for "Mobilization" will be made as a lump sum (LS). Payment for Mobilization will be recommended after a Performance Bond has been secured, all

submittals have been approved, Notice to Proceed has been issued, and the physical work has commenced. Payment for Mobilization will only be made once. No additional payment will be made for remobilization.

4.03 General Requirements

A. Quantity of all other items covered in the General Requirements will not be measured for this project, but the work shall be performed as incidental to the proposed work.

B. Payment for all other items covered in the General Requirements will not be made for this project, but the cost shall be included in the various items of the proposal.

END OF SECTION

SECTION 02295
GEOTEXTILES

PART 1 – GENERAL

1.01 Description

A. This work shall consist of furnishing and placing geotextile material as required to stabilize pavement subgrade, and in drainage applications as shown on the plans and details.

B. All work shall be in conformance with the Maryland Department of Transportation Standard Specifications for Construction and Materials.

PART 2 – PRODUCTS

2.01 Material

B. Geotextiles for treatment of cracks and joints in pavement shall be a self adhesive paving strip geotextile, Petrotac by Propex Geosythetics, or approved equal.

D. Geotextiles shall be in accordance with the Maryland Department of Transportation Standard Specifications for Construction and Materials.

PART 3 – EXECUTION

Not Used

PART 4 – QUANTITY AND PAYMENT

4.01 Geotextiles

A. Quantity of "Concrete Expansion Joint Repair - Petro Tac (or approved other)" will be measured in units of Linear Foot (LF) for the actual length of crack and joint treatment performed.

B. Payment for "Concrete Expansion Joint Repair - Petro Tac (or approved other)" will be made per Linear Foot (LF), and shall include all materials, labor and equipment necessary to perform joint and crack stabilization as directed by engineer.

END OF SECTION