



# CONTRACT DOCUMENTS

## BULKHEAD RENOVATION CROUSE PARK

DENTON, MARYLAND

JANUARY 2026

GMB FILE NO. 240239



GEORGE, MILES & BUHR, LLC

**ARCHITECTS/ENGINEERS**

206 WEST MAIN STREET  
SALISBURY, MD 21801  
410.742.3115

**SALISBURY/BALTIMORE/SEAFORD**



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## **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

### **SECTION 00010**

#### **ADVERTISEMENT FOR BIDS BULKHEAD RENOVATION CROUSE PARK**

#### **DENTON, MARYLAND**

Sealed bids will be received by TOWN OF DENTON (herein called the "OWNER") at the Denton Town Office located at 4 N. Second Street, Denton, MD 21629, until 2:00 P.M. local time on February 13, 2026. The bids will be opened at the Denton Town Office which will be publicly read out loud. Opening Friday, February 13, 2026 at 2:01 pm.

#### **BULKHEAD RENOVATION CROUSE PARK DENTON, MARYLAND**

The work consists of Renovation of Bulkhead in Denton, Maryland

Contract documents may be obtained from the Town of Denton website: <https://dentonmaryland.com/news/requests-for-proposals-rfps/> or by calling the Town of Denton office at (410) 479-3625.

In accordance with Chapter 286 of the 2010 Laws of Maryland (Chapter 286), all marine contractors performing or soliciting marine contractor services in the State of Maryland are required to be licensed with the Maryland Department of the Environment (MDE).

The Contractor shall have a minimum of three (3) years of experience performing construction work of a similar nature.

The successful bidder must agree to commence work on or before a date specified in a written Notice to Proceed from the Owner, and to fully complete the projects within 365 days or as agreed.

Bidders shall visit the site before submitting a bid for this work and thoroughly familiarize themselves as to the accuracy and correctness of the same.

No Bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Each Bid must be accompanied by a Bid Bond payable to the Owner for five (5) percent of the total amount of the bid.

A recommended pre-bid meeting will be held at the Denton Town Office (4 N. Second Street, Denton, MD 21629) on Wednesday, January 21, 2026 at 10:00am to allow Bidders an opportunity to obtain information on the project from the Owner.

The TOWN OF DENTON hereby notifies all bidders that in regard to any contract entered into pursuant to this advertisement; bidders will be afforded full opportunity to submit bids in response to this notice and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The Contractor, in performing the work furnished by this contract or furnishing the services provided herein, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color or national origin.

The Town reserves the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the Town considering the lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders, or any other factors they deem appropriate.

TOWN OF DENTON is Tax Exempt and will require W9 and tax/business related information.

The CONTRACTOR specifically agrees to conform to all provisions of the Labor Law of the State of Maryland applicable to the employment of labor at the site of the project. Prevailing wage rates will apply if the total contract amount is \$250,000 or greater.

For more information and/or a bid packet, please contact Katie Northam at [knortham@dentonmaryland.com](mailto:knortham@dentonmaryland.com).

**\* END OF SECTION \***

## **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

### **SECTION 00015**

#### **BID SCHEDULE BULKHEAD RENOVATION CROUSE PARK**

#### **DENTON, MARYLAND**

<b><u>Date</u></b>	<b><u>Step</u></b>
January 12, 2026	RFP Available / Begin Advertising
January 12, 2026	Mail Bid Proposals to Firms on File
January 14, 2026	Newspaper Advertisement
January 21, 2026	Pre-Bid Meeting – 10:00 am
February 4, 2026	Deadline for Questions – 4:00 pm
February 6, 2026	Final Addendum Issued
February 13, 2026	Final Bid Acceptance – 2:00 pm
February 13, 2026	Open Bids ( <b>public</b> ) – 2:01 pm
February 13, 2026	Begin Bid Review / Selection Process
March 5, 2026	Tentative Date for Award by Town Council

**\* END OF SECTION \***

## **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

### **SECTION 00100**

#### **INSTRUCTIONS TO BIDDERS**

BIDS will be received by the TOWN OF DENTON (herein called the "OWNER") at the Denton Town Office located at 4 N. Second Street, Denton, MD 21629, until 2:00 P.M. local time on February 13, 2025. The bids will be opened at the Denton Town Office which will be publicly read out loud. Opening Friday February 13, 2025 at 2:01 pm.

The work consists of renovation of sections of bulkhead and constructing landside timber boardwalk at Crouse Park, in Denton, Maryland.

BIDDERS are advised that the work is to be accomplished on a lump sum basis and all work shown on the Contract Drawings and specified herein shall be included in the prices BID unless otherwise specifically defined. This project is NOT subject to federal Davis Bacon or the state Prevailing Wage requirements.

Each BID must be submitted in a sealed envelope, addressed to the TOWN OF DENTON at 4 N. Second Street, Denton, MD 21629. Each sealed envelope containing a bid must be plainly marked on the outside as BULKHEAD RENOVATION, CROUSE PARK and the envelope should bear on the outside the name of the BIDDER, his address, and his Contractor's license number. BIDDER shall include a copy of his license with the completed bid form. If sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope, with the notation "**SEALED BID ENCLOSED**" on the face thereof. Any BID received after the time and date specified may not be considered.

Bids will not be accepted at any other location. The Town of Denton will not be responsible for any bids delivered to any location other than the Denton Town Office.

BIDDERS are cautioned that bids mailed or shipped express to arrive the day of the bid opening must arrive no later than 2:00 P.M. on the date specified. Please check your method of delivery to see if they confirm to this schedule.

All BIDS must be made on the BID form supplied by the Owner. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. One copy of the BID form is required. Any interlineation, alteration, or erasure on the BID form must be initialed by the signer of the BID. Each copy of the BID shall be signed by the person or persons legally authorized to bind the BIDDER to a contract, using the legal name of the signer. A BID submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the BIDDER.

BIDDERS shall supply all information and submittals required by the bid documents to constitute a proper and responsive BID. Any ambiguity in any BID as a result of omission, error, lack of clarity or noncompliance by the BIDDER with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the Owner.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

A BIDDER for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The procedure for withdrawal of bid due to error is as follows:

The BIDDER shall give notice in writing of his claim of right to withdraw his BID within two business days after the conclusion of the BID opening procedure and shall submit original work papers with such notice.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities by examination of the site and a review of the Drawings and Specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Unless otherwise specified, the contract shall be awarded to the lowest **responsible** and **responsive** BIDDER complying with the provisions of the BID documents, provided the BID price is reasonable, does not exceed the funds available, and is in the best interest of the Owner. The Owner reserves the right to reject the BID of any BIDDER who has failed to perform properly in any way or to complete on time contracts previously awarded, or a BID from any BIDDER who investigation shows is not in a position to perform the contract.

In determining a BIDDER's responsibility, the Owner may consider the following in addition to price: the BIDDER's ability, capacity, and skill to provide the goods and/or services required within the specified time; the BIDDER's ability to provide needed

maintenance and service; the character, integrity, reputation, experience, and efficiency of BIDDER; the quality of BIDDER's performance of previous and/or existing contracts; whether the BIDDER is in arrears to the Owner, in debt on a contract, or in default on any surety.

In determining a BIDDER's responsiveness, the Owner shall consider whether the BID conforms in all material respects to the BID documents. The Owner reserves the right to waive any irregularities.

Each BIDDER shall be prepared to supply evidence of his qualifications and capacity to perform work as proposed. Items which may be considered evidence are as follows: a current financial statement; a list of current and past similar contracts; an explanation of methods to be used in fulfilling this contract; a statement of current work load and/or capacity. Additional particular items may be requested as needed by the Owner. All qualifications shall be received within ten (10) days of request by the Owner.

The Owner reserves the right to reject any and all BIDS, to accept any BID in whole or in part, to add or delete quantities, to waive any informalities in BIDS received, to reject a BID not accompanied by any required BID security or other data required by BIDDING documents, and to accept or reject any BID which deviates from specifications when in the best interest of the Owner.

The successful BIDDER's local personal property taxes must be on a current basis. If any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of the BID to another firm.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five (5) percent of the total amount of the BID. When the Agreement is executed the bonds of the unsuccessful BIDDERS will be returned, upon request. The BID BOND of the successful BIDDER will be retained until the performance BOND and payment BOND has been executed and approved, after which it will be returned, upon request. A certified check may be used in lieu of a BID BOND.

A performance BOND and payment BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign BID BONDS or performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.



The party to whom the Contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. THE NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER shall sign the Agreement and return to such party an executed duplicate of the Agreement within ten (10) days of receipt of acceptable performance BOND and payment BOND, and Agreement signed by the party to whom the Agreement was awarded. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reason why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and 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 the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The BIDDER certifies that his/her bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Prices quoted to the Owner are not to include Federal or State taxes. The Owner is tax exempt and will so certify upon request.

The ENGINEER is George, Miles & Buhr LLC, 206 West Main Street, Salisbury, Maryland 21801, Phone 410-742-3115.

**\* END OF SECTION \***

# DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

## SECTION 00200

### BID FORM

**BULKHEAD RENOVATION  
CROUSE PARK  
DENTON, MARYLAND**

Date \_\_\_\_\_

TO: TOWN OF DENTON

\_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert "a corporation", "a partnership", or "an individual" as applicable.) to the OWNER.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the BULKHEAD RENOVATION, CROUSE PARK, DENTON, MARYLAND in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to his BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 days. The schedule for the WORK will be confirmed prior to award. BIDDER further agrees to pay liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter that he is in default in completing the Contract.

BIDDER acknowledges receipt of the following ADDENDA:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## BID SCHEDULE

### **BASE BID: BULKHEAD RENOVATION COMBINED LUMP SUM BID**

Furnishing all materials, labor and equipment to complete the project BULKHEAD RENOVATION, CROUSE PARK, DENTON, MARYLAND as described in the Contract Documents and other appurtenant items as required by the Contract Documents, for the lump sum amount of

**BASE BID:**\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**LISTING OF SUBCONTRACTORS**

The undersigned BIDDER proposes to use the following named SUBCONTRACTORS:

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Enclosed herewith is a Certified Check or Bid Bond in the amount of Five Percent (5%) of the Base Bid.

The following Corporation is chartered in the State of \_\_\_\_\_.

Witness

Signature

\_\_\_\_\_  
Title

CORPORATE SEAL

Firm Name

---

---

---

Date

Business Address

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are  
hereby held and firmly bound unto the TOWN OF DENTON as OWNER in the penal sum  
of \_\_\_\_\_ for the payment of which, well and truly to  
be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the BULKHEAD RENOVATION, CROUSE PARK, DENTON, MARYLAND Project with contract and the work to be done hereunder and the specifications accompanying the same shall be deemed a part thereof to the same extent as if fully set out herein.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

In WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

Surety

By:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**AFFIDAVIT OF QUALIFICATION TO BID**

I hereby affirm that

1. I am the \_\_\_\_\_ and  
the duly authorized

(Title)

representative of the firm of

\_\_\_\_\_  
(Name of Firm)

whose address is

\_\_\_\_\_

and that I possess the legal authority to make this Affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, director, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath, acts or omission which constitute bribery, attempted bribery, or conspiracy to bribe under the provision of Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (State "None" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date, court, official, or administrative body, the individuals involved and their position with the firm, and the sentence of disposition if any).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that this Affidavit is to be furnished to the Town of Denton and, where appropriate the Board of Public Works and to the Attorney General under section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this Affidavit are not true and correct, The Town of Denton may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this Affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or



have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of agencies or subdivisions.

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

---

Signature

Date

## **NON-COLLUSION CERTIFICATE**

I CERTIFY THAT I AM THE \_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of

\_\_\_\_\_

whose address is \_\_\_\_\_

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith:
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed name

**\* END OF SECTION \***

# **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

## **SECTION 00500**

### **AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Town of Denton, hereinafter called "OWNER" and \_\_\_\_\_ hereinafter called "CONTRACTOR" doing business as a corporation.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction as shown on drawings marked BULKHEAD RENOVATION CROUSE PARK, DENTON, MARYLAND.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on \_\_\_\_\_, which is the NOTICE TO PROCEED and will complete all work below the mean high-water line by \_\_\_\_\_ and complete all the work before \_\_\_\_\_, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sums as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - a. Advertisement for Bids
  - b. Information for Bidders
  - c. Bid Form
  - d. Bid Bond
  - e. Agreement
  - f. Performance Bond
  - g. Payment Bond
  - h. General Conditions
  - i. Supplementary Conditions
  - j. Special Provisions
  - k. Permit Authorizations
  - k. Drawings by George, Miles & Buhr, LLC, dated September 2025.

- l. Specifications by George, Miles & Buhr, LLC, dated January 2026.
- m. Addenda:

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in   3   each of which shall be deemed an original on the date first above written.

OWNER:

Town of Denton

BY \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

**\* END OF SECTION \***

# **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

## **SECTION 00600**

### **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and (insert "corporation", "partnership" or "individual")

---

(Name of Surety)

---

(Address of Surety)

hereinafter called surety, are held and firmly bound unto \_\_\_\_\_

---

TOWN OF DENTON

(Name of Owner)

---

4 N Second Street, Denton, MD 21629

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2026, a copy of which is hereto attached and made a part hereof for BULKHEAD RENOVATION CROUSE PARK, DENTON, MARYLAND.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract or to WORK to be performed thereunder or the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, this instrument is executed in \_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

_____	_____
ATTEST:	Surety
_____	_____
Witness as to Surety	Attorney-in-Fact
_____	_____
(Address)	(Address)
_____	_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**\* END OF SECTION \***



**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

**SECTION 00650**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and (insert "corporation", "partnership" or "individual")

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called surety, are held and firmly bound unto

Town of Denton  
\_\_\_\_\_  
(Name of Owner)

4 N Second Street, Denton, MD 21629  
\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
Dollars, (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 2026, a copy of which is hereto attached and made a part hereof for BULKHEAD RENOVATION

CROUSE PARK, DENTON, MARYLAND

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,

SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ATTEST:

_____	_____
(Principal) Secretary	Principal _____(s)
(SEAL)	
_____	_____
(Witness as to Principal)	(Address)
_____	_____
(Address)	
_____	_____
	Surety

ATTEST:

_____	_____
Witness as to Surety	Attorney-in-Fact
_____	_____
(Address)	(Address)
_____	_____

NOTE: Date of BOND must not be prior to date of Contact. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**\* END OF SECTION \***

## GENERAL CONDITIONS

- |  |   |
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### 1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3. BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm or corporation names as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated in a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the WORK.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## **3. SCHEDULES, REPORTS AND RECORDS**

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1. The dates at which special detail drawings will be required; and

3.2.2. Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

## **4. DRAWINGS AND SPECIFICATIONS**

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## **5. SHOP DRAWINGS**

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## **6. MATERIALS, SERVICES AND FACILITIES**

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be

incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **7. INSPECTION AND TESTING**

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the engineer considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make availa-

ble for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## **8. SUBSTITUTIONS**

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

## **9. PATENTS**

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

## **10. SURVEYS, PERMITS, REGULATIONS**

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the

CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

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

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

#### **11. PROTECTION OF WORK, PROPERTY AND PERSONS**

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein., whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

#### **12. SUPERVISION BY CONTRACTOR**

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

#### **13. CHANGES IN THE WORK**

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

#### **14. CHANGES IN CONTRACT PRICE**

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there

shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

## **15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

## **16. CORRECTION OF WORK**

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## **17. SUBSURFACE CONDITIONS**

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made, and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE: provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## **18. SUSPENSION OF WORK, TERMINATION AND DELAY**

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then



the OWNER may, without prejudice to any other right or remedy and after given the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he 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 CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such a case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, with a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## **19. PAYMENTS TO CONTRACTOR**

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of

the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR' unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed. In accordance with the terms of the CONTRACT DOCUMENT, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approved by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## **20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to 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 this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

## **21. INSURANCE**

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one

person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.3.3 The CONTRACTOR shall list the Town of Denton as an additional insured on their General Liability insurance.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

## **22. CONTRACT SECURITY**

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in panel sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT

DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS. CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## **23. ASSIGNMENTS**

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

## **24. INDEMNIFICATION**

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the

preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

## **25. SEPARATE CONTRACTS**

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the Work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

## **26. SUBCONTRACTING**

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRAC-

TOR under any provision of the CONTRACT DOCUMENT.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## **27. ENGINEER'S AUTHORITY**

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## **28. LAND AND RIGHTS-OF-WAY**

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## **29. GUARANTY**

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the

OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

### 30. **TAXES**

30.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

## SUPPLEMENTAL GENERAL CONDITIONS

- |  |   |
|--|---|
| 1. Definitions                                 | 17. Subsurface Conditions                     |
| 2. Additional Instructions and Detail Drawings | 18. Suspension of Work, Termination and Delay |
| 3. Schedules, Reports and Records              | 19. Payments to Contractor                    |
| 4. Drawings and Specifications                 | 20. Acceptance of Final Payment as Release    |
| 5. Shop Drawings                               | 21. Insurance                                 |
| 6. Materials, Services and Facilities          | 22. Contract Security                         |
| 7. Inspection and Testing                      | 23. Assignments                               |
| 8. Substitutions                               | 24. Indemnification                           |
| 9. Patents                                     | 25. Separate Contracts                        |
| 10. Surveys, Permits, Regulations              | 26. Subcontracting                            |
| 11. Protection of Work, Property, Persons      | 27. Engineer's Authority                      |
| 12. Supervision by Contractor                  | 28. Land and Rights-of-Way                    |
| 13. Changes in Work                            | 29. Guaranty                                  |
| 14. Changes in Contract Price                  | 30. Arbitration                               |
| 15. Time for Completion and Liquidated Damages | 31. Taxes                                     |
| 16. Correction of Work                         |   |

These Supplemental General Conditions supplement, modify and take precedence over the General Conditions.

### 1. **DEFINITIONS**

1.1 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions and taking precedence over General Conditions.

1.2 SPECIAL PROVISIONS - Special requirements relative to the project taking precedence over General Conditions and Supplemental General Conditions.

### 2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

No Modifications to General Conditions.

### 3. **SCHEDULES, REPORTS AND RECORDS**

No Modifications to General Conditions.

### 4. **DRAWINGS AND SPECIFICATIONS**

4.1 Wherever the words "directed", "required", "ordered", "approved", "acceptable". or others of like import appear in the specifications, they shall mean as directed, required, ordered, approved or acceptable by or to the Owner and by or to the Engineer acting as the Owner's agent.

4.2 All reference to Federal or other standards appearing on the drawings or in the specifications shall mean the current edition thereof.

4.3 The Contractor shall maintain, at the job site, one complete set of drawings and specifications. The Contractor shall record on this set all changes and field adjustments. The set shall be kept available for inspection by representatives of the Owner and Engineer. These drawings shall be delivered to the Engineer upon completion of the project and shall serve as the basis for preparation of Record Drawings.

4.5 Locations of overhead and underground utilities shown on the drawings were derived from existing records and from field observations, in order to provide the Contractor with as much information as could reasonably be ascertained without actually excavating and exposing subsurface utilities. The Owner and the Engineer do not warrant or guarantee the complete accuracy of the information shown. Some utilities may not be shown, and the location of those shown may not be entirely accurate.

4.6 All incidental items of labor and materials not specifically delineated by the Contract Documents, but which are necessary to provide a fully operable facility, and which may reasonably be interpreted as being a part of the work, shall be accomplished by the Contractor without extra charge.

## **5. SHOP DRAWINGS**

5.1 The Contractor shall submit to the Engineer, six copies, plus the number required by the Contractor, layout drawings for installation and erection of the work and shop drawings for all fabricated or manufactured articles to be used in the work.

5.2 All shop drawings shall be submitted to the Engineer through the Contractor. Direct submittals by Subcontractors will not be accepted.

5.3 The Engineer's review of layout and shop drawings will be only to verify general compliance with contract documents. Figures, dimensions and other detail will not be checked. Any notation made on shop drawings by the Engineer shall be for the Contractor's guidance but shall not relieve the Contractor from his responsibility to re-check, verify and resolve items so noted. The Engineer's review of shop drawings shall not relieve the Contractor from responsibility for errors or omissions thereon, whether or not called to the attention of the Contractor by the Engineer.

5.4 Detailed shop drawings, data, and literature for fabricated materials or equipment to be incorporated in the work shall be submitted to the Engineer for review for general compliance with the contract documents before fabrication. The Contractor shall obtain and check manufacturer's shop drawings, certified prints, and other pertinent data for conformance with all requirements of the Plans and Specifications and in ample time to permit satisfactory progress of the work. After completion of such checking and verification by the Contractor, the Contractor shall sign or stamp such drawings, which stamp shall state as follows:

Checked by \_\_\_\_\_  
(Checker's Name)

Signed by \_\_\_\_\_  
(Contractor's Name)

All data, drawings, and correspondence from subcontractors, manufacturers, or suppliers shall be routed through the Contractor. The Engineer shall review only such data and details as are transmitted to him by the Contractor. All correspondence from the Contractor to the Engineer shall refer to the appropriate section of these specifications containing the subject matter of the inquiry.

5.5 At the time of each submission, the Contractor shall call to the Engineer's attention, in writing, any deviations that the shop drawings may have from the requirements of the Plans and Specifications. Such submissions shall also include reasons for the deviations and request a modification to the Contract Documents.

5.6 The shop drawings are intended to be utilized by the Contractor for additional fabrication, assembly, and erection data. The shop drawings do not change or supersede the Plans and Specifications except in specific cases when the Contractor requests in writing and receives approval in writing for a deviation from the Plans and Specifications. The Contractor's request for a change shall give, in detail, the specific change requested and shall state the reason for the change. Changes requested by the Contractor and approved by the Engineer shall not be construed to include approval of any change except the changed details specifically requested and approved.

5.7 The Contractor will also submit to the Engineer for review with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

5.8 The Contractor's attention is specifically directed to the fact that no work shall be fabricated, nor equipment or materials ordered, nor any construction performed, prior to approval by the Engineer of shop drawings applicable thereto. Construction performed in violation of this requirement will be neither approved nor certified for payment until applicable shop drawings have been submitted and approved. If any equipment or materials are ordered by the Contractor prior to submission and approval of shop drawings, he does so at his own risk.

## **6. MATERIALS, SERVICES AND FACILITIES**

No Modifications to General Conditions.

## **7. INSPECTION AND TESTING**

7.1 Upon completion of the work, and prior to final acceptance thereof by the Owner, the Contractor shall place all systems in service and shall operate and maintain all mechanical and electrical equipment for a period of five days. At the end of this time, components deemed satisfactory shall thereafter be operated and maintained by the Owner.



## **8. SUBSTITUTIONS**

8.1 When, in the bid proposal, the Bidder is required to designate the suppliers of one or more equipment items from among those named in the specification, he will be obligated to furnish the items so designated, and no substitutions will be authorized.

8.2 If any substituted equipment necessitates changing architectural or structural items, or electrical, water, gas, air or other utility services from the sizes, capacities and configurations shown on the Drawings, it shall be the Contractor's responsibility to bear the cost of engineering fees to analyze, design, specify and formulate the construction changes necessitated by the proposed deviations from the specified equipment and/or the Contract Drawings. All redesigns shall bear the seal and be the responsibility of a Professional Engineer licensed in the State within which the project is located.

## **9. PATENTS**

No modifications to General Conditions.

## **10. SURVEYS, PERMITS, REGULATIONS**

10.1 Work done by the Contractor without his having first established proper lines and grade, or work done by him to incorrect line and grade. may be ordered removed and replaced at no increase in contract price.

10.2 Any bench marks destroyed through or as a direct result of the Contractor's construction operations shall be replaced and/or restored at his expense with no additional cost to the Owner.

10.3 Local, State and Federal permits secured by the Owner will be included in Special Provisions or will be provided to prospective bidders by Addenda. The Contractor shall comply with the provisions of all such permits, and the cost of all work dictated by such permits shall be included in the prices bid.

## **11. PROTECTION OF WORK, PROPERTY AND PERSONS**

11.1 The Contractor shall make final and exact determination of the location and extent of all overhead and underground utilities in proximity to his work and will pay for any damage done to them due to his operations.

11.2 The Contractor shall at his own expense sustain in their places and protect from direct or indirect injury all pipes, wires, conduits, poles, tracks, walls, buildings, and other structures or property in the vicinity of his work whether above or below the ground, or that may appear in the trench. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, etc. on the site and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The Contractor shall take all risks attending the presence or proximity of pipes, wires, conduits,

poles, tracks, walls, buildings, and other structures and property of every kind and description in or over his trenches or in the vicinity of his work whether above or below the surface ground; and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them whether such structures are or are not shown on the drawings.

11.3 If the Contractor damages any utility, he shall immediately take such measures as are required to prevent further damage and to protect life and property. He shall also immediately notify the affected utility company and make such arrangements as are acceptable to them for permanent repair of the damage.

11.4 The Contractor shall be solely responsible for initiating, formulating, supervising, reviewing and overseeing any and all SAFETY precautions, practices, procedures, and programs which are, or should be provided in connection with the Work. Contractor will take all necessary or proper precautions for the SAFETY of and will provide the necessary protection to prevent damage, injury or loss to the work, property and/or persons.

## **12. SUPERVISION BY CONTRACTOR**

No Modifications to General Conditions.

## **13. CHANGES IN THE WORK**

No modifications to General Conditions.

## **14. CHANGES IN CONTRACT PRICE**

14.1 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

## **15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

15.1 "Acts of God", as referenced in General Conditions, shall be interpreted to mean a cataclysmic phenomenon of nature. Climatic and subsurface conditions which may be abnormal for the area over all or part of the time span of the work, but which do not preclude prosecution of the work with the proper use of specified methods and equipment, shall not be considered as Acts of God.

## **16. CORRECTION OF WORK**

No modifications to General Conditions.

## **17. SUBSURFACE CONDITIONS**

17.1 The Owner and the Engineer in no way warrant or guarantee the accuracy of, information shown provided relative to subsurface conditions, types of subsurface materials or depths below ground surface of groundwater table or wet materials. Prior to submitting his bid proposal, the Bidder shall make his own on-site investigations of these conditions and materials and shall base his bid upon his own findings.

17.2 The Owner will not approve any request for change order based upon the contention that subsurface conditions or materials vary from those indicated on the drawings, on the premise that the Contractor's bid was based upon his own investigation of these materials and conditions.

17.3 Where test borings are shown, they have been so shown for the information of all parties concerned. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only, and neither the Owner nor the Engineer guarantees the accuracy of the information furnished or that the information is representative of the work area as a whole. Such information has been made available for the convenience of all bidders. It is further understood and agreed that the submission of a proposal shall be prima facie evidence that the bidder accepts sole responsibility for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Engineer or Owner.

17.4 Whether or not rock or other subsurface conditions are shown on the plans, the Contractor is not relieved of the responsibility of making his own investigations to determine the type of subsurface materials.

## **18. SUSPENSION OF WORK, TERMINATION AND DELAY**

No modifications to General Conditions.

## **19. PAYMENTS TO CONTRACTOR**

19.1 Payment for major materials and equipment stored on site will be limited to those items actually on the site of this work and under lock and key in Owner's or Contractor's building and for which proper insurance certificates have been submitted. It is the Engineer's decision as to whether a material or equipment item is considered major.

19.2 Each request for payment shall contain Contractor's certification that he has paid all Subcontractors and Materialsmen in the same proportion for all work and materials supplied by them as his own receipts.

19.3 Prior to final payment, the Contractor shall furnish a complete release of liens form, appropriate to the project, executed by all Subcontractors and materialsmen.

19.4 The Owner and the Engineer shall not be, precluded or estopped by any measurement, estimate or certificate made or given by them, either before or after the completion and acceptance of the work and payment therefore, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor. The Owner and the Engineer may show at any time that such measurement, estimate or certification was incorrectly made, or that some or all work or materials do not in fact conform to the contract requirements. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate, certification or payment, from recovering from the Contractor and his surety such damages as he may sustain by reason of the Contractor's failure to comply with the terms of the contract documents.

## **20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

No modifications to General Conditions.

## **21. INSURANCE**

21.1 Contractor shall secure "All Risk" type Builder's Risk Insurance for work to be performed, in accord with General Conditions Item 21.5.

## **22. CONTRACT SECURITY**

22.2 Performance Bond - Bond shall each be in a sum equal to the amount of the contract price.

## **23. ASSIGNMENTS**

No modifications to General Conditions.

## **24. INDEMNIFICATION**

No modifications to General Conditions.

## **25. SEPARATE CONTRACTS**

No modifications to General Conditions.

## **26. SUBCONTRACTING**

26.1 The Contractor shall submit to the Engineer a list of the names of proposed subcontractors and such other persons and organizations who are to furnish principal items of materials or equipment for the project. The Engineer may notify the Contractor in writing if either the Owner or the Engineer, after due investigation, has reasonable objection to any subcontractor, person, or organization on such list. The failure of the Owner or the Engineer to make objection to any subcontractor, person, or organization on the list shall not constitute an acceptance of such subcontractor, person, or organization. Acceptance of any such subcontractor, person, or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject

defective work, material, or equipment or work, material, or equipment not in conformance with the requirements of the Contract Documents.

26.2 If the Owner or the Engineer refuses to accept any subcontractor, person, or organization or such list, the Contractor will submit an acceptable substitute, and the Contract price shall remain unchanged or shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate change order, if necessary, shall be issued.

## **27. ENGINEERS AUTHORITY**

No modifications to General Conditions.

## **28. LAND AND RIGHTS-OF-WAY**

28.1 All permanent construction will be within lands of the Owner, public rights-of-way or rights-of-way through private property acquired by the Owner and the Contractor shall confine his operations strictly within the limits of the rights-of-way and construction areas, unless he has written permission of the Owner of the adjacent property to occupy additional ground. A copy of the written permission shall be placed on file with the Owner.

## **29. GUARANTY**

29.1 The Contractor hereby guarantees all of the work performed under this contract for a period of one year, unless otherwise noted, after substantial completion has been certified by the Owner and the Engineer. The guarantee shall be as follows:

29.2 Against all faulty or imperfect materials and against all imperfect, careless and/or unskilled workmanship, as evidenced by failure of structures, and/or equipment, etc.

29.3 The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct or repair, without cost to the Owner, any work which may be found to be improper or imperfect.

29.4 The guarantee obligations assumed by the Contractor under these Contract Documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the Owner of any articles, materials, means, combinations or things used or to be used in the construction, performance and completion of the work, or any part thereof.

## **30. ARBITRATION**

Delete this section in its entirety.

## **31. TAXES**

No modifications to General Conditions.

# **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

## **SECTION 00740**

### **SPECIAL PROVISIONS**

#### **PART 1 - GENERAL**

The following Special Provisions shall take precedence over the plans and other Sections of these specifications.

**A. CONSTRUCTION SCHEDULE:**

1. The Contractor shall prepare a construction schedule in bar chart form. The schedule shall be submitted by the Contractor at the pre-construction conference.

**B. TEMPORARY FACILITIES:**

1. The contractor shall provide and maintain approved sanitary facilities for the full term of the contract.

**C. SAFETY:**

1. The Contractor shall comply, within the prices bid and without extra cost to the Owner, with all safety regulations or determinations issued by any agency of the Federal Government, including OSHA and the State of Maryland.

**D. DISPOSAL OF EXCESS MATERIALS**

1. The Contractor shall be responsible for obtaining an acceptable site for all excess materials and debris.

**E. PRE-CONSTRUCTION AND PROGRESS MEETINGS**

1. A pre-construction conference may be scheduled by the Owner. Attendance by Contractor and all subcontractors is mandatory. Progress meetings may be held during construction, as requested by the Owner. Progress meetings shall include, Owner, Contractor, subcontractors and representatives from funding agencies.

F. RECORD DOCUMENTS

1. During the progress of the job, the Contractor shall keep a careful record at the job site of all changes and corrections to the information shown on the Drawings, Specifications, Addenda and Change Orders. The Contractor shall enter such changes and corrections on one set of Contract Documents immediately. The record documents shall indicate, in addition to all changes and corrections, the actual location referenced from two permanently fixed surface structures of all subsurface utilities installed or uncovered. At the time of beneficial occupancy of each facility involved under the Contract, the Contractor shall submit to the Owner one set of record documents as required herein, final payment, with respect to the Contract as a whole, will be withheld until proper record documents have been furnished to the Owner.

G. MDE AND CORP PERMITS

1. A copy of MDE and CORP Permits obtained for project is attached. Contractor shall adhere to all requirements and conditions of permits.

**\* END OF SECTION \***



# Maryland

## Department of the Environment

**Wes Moore**, Governor  
**Aruna Miller**, Lt. Governor

**Serena McIlwain**, Secretary  
**Suzanne E. Dorsey**, Deputy Secretary  
**Adam Ortiz**, Deputy Secretary

July 28, 2025

George, Miles & Buhr, LLP  
c/o Scott Getchell  
206 W. Main St  
Salisbury, MD 21801

Email: rmariner@gmbnet.com

Re: Agency Interest Number: 137768

Tracking Number: 202560827  
Tidal Authorization Number: 25-GL-0533

Dear Town of Denton:

Your application to alter tidal wetlands has been evaluated by the Tidal Wetlands Division. Your State wetlands license or permit authorizing work in tidal wetlands is attached. Please take a moment to read and review your authorization to ensure that you understand the limits of the authorized work and all of the general and special conditions.

Your project qualifies for federal approval under the Maryland State Programmatic General Permit (MDSPGP) under the Category A limits. The federal permit is not attached. The MDSPGP permit, general conditions, and activity specific special conditions must be downloaded from the Department's website at [https://mde.maryland.gov/programs/Water/WetlandsandWaterways/Pages/MDSPGP6\\_conditions.aspx](https://mde.maryland.gov/programs/Water/WetlandsandWaterways/Pages/MDSPGP6_conditions.aspx). You will need to download the following: Cover Letter, MDSPGP General Conditions, and the following MDSPGP-6 Activity-Specific Conditions (GP6) B3. You should not begin any work until you have obtained all necessary State, local, and federal authorizations.

This State authorization is a final agency decision; there is no further opportunity for administrative review. Any person with standing, who is either the applicant or who participated in the public participation process through the submission of written or oral comments, may petition for judicial review in the circuit court in the county where the authorized activity will occur. The petition for judicial review must be filed with the court within 30 days of receipt of this decision. Please contact Mary Phipps-Dickerson at [mary.phipps-dickerson@maryland.gov](mailto:mary.phipps-dickerson@maryland.gov) or 443-509-0797 with any questions.

Sincerely,

Jonathan Stewart, Chief  
Eastern Region  
Tidal Wetlands Division





STATE OF MARYLAND  
DEPARTMENT OF THE ENVIRONMENT  
WATER AND SCIENCE ADMINISTRATION  
GENERAL TIDAL WETLANDS LICENSE



LICENSE NUMBER: **25-GL-0533**

EFFECTIVE DATE: **July 28, 2025**

EXPIRATION DATE: **July 27, 2028**

LICENSEE: **Town of Denton - Daniel Crouse Memorial Park**

ADDRESS: **4 N Second St  
Denton, MD 21629**

PROJECT LOCATION: **3 Crouse Park Ln  
Denton, MD 21629  
Choptank River in Caroline County**

PURSUANT TO THE AUTHORITY OF THE BOARD OF PUBLIC WORKS, TITLE 16 OF THE ENVIRONMENT ARTICLE, ANNOTATED CODE OF MARYLAND, AND CODE OF MARYLAND REGULATIONS 26.24 AND 23.02.04, **Town of Denton** ("LICENSEE") IS AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT THE FOLLOWING REGULATED ACTIVITY IN STATE TIDAL WETLANDS, IN ACCORDANCE WITH THE CONDITIONS OF THIS LICENSE AND THE ATTACHED PLANS DATED **July 23, 2025**, PREPARED BY **George, Miles & Buhr, LLP**, AND APPROVED BY THE ADMINISTRATION'S TIDAL WETLANDS DIVISION ON **July 28, 2025**, AND INCORPORATED HEREIN:

1. *Construct and backfill a 191.5-foot long bulkhead within a maximum of 18 inches channelward of a deteriorated bulkhead; and*
2. *Construct and backfill 18.5 linear feet of replacement bulkhead within the footprint of the existing deteriorated bulkhead with no channelward encroachment.*

## SPECIAL CONDITIONS

- A. The Licensee shall complete construction of the bulkhead prior to filling behind the bulkhead. The bulkhead shall be designed and constructed to prevent the loss of fill material to waters of the State of Maryland. Only clean fill, which is free of organic, toxic, contaminated, or deleterious materials, shall be used.
- B. The Licensee shall have all work proposed above the mean high water line reviewed and authorized by the Caroline County Department of Planning and Zoning.
- C. The Licensee shall not fill, dredge, or otherwise alter or destroy any existing marsh vegetation.

## GENERAL CONDITIONS

- A. The Maryland Department of the Environment has determined that the proposed activities comply with and will be conducted in a manner consistent with the State's Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended.

- B. The Licensee shall comply with all Critical Area requirements and obtain all necessary authorizations from local jurisdiction. This License does not constitute authorization for disturbance in the 100-foot Critical Area Buffer. "Disturbance" in the Buffer means clearing, grading, construction activities, or removal of any size of tree or vegetation. Any anticipated Buffer disturbance requires prior written approval, before commencement of land disturbing activity, from local jurisdiction in the form of a Buffer Management Plan.
- C. If the authorized work is not performed by the property owner or is not otherwise exempt from the licensing requirement, all work performed under this Tidal Wetlands License shall be conducted by a marine contractor licensed by the Marine Contractors Licensing Board (MCLB) in accordance with Title 17 of the Environment Article of Annotated Code of Maryland and COMAR 26.30. The licensed marine contractor shall be authorized for the appropriate license category to perform or solicit to perform the activities within this authorization, if applicable. A list of licensed marine contractors and their license category may be obtained by contacting the MCLB at 410-537-3249, by e-mail at [MDE.MCLB@maryland.gov](mailto:MDE.MCLB@maryland.gov), or by accessing the Maryland Department of the Environment, Environmental Boards webpage at <https://mde.maryland.gov/programs/water/WetlandsandWaterways/Pages/LicensedMarineContractors.aspx>.
- D. The Licensee certifies real property interest in the contiguous upland.
- E. The issuance of this permit is not a validation or authorization by the Department for any of the existing structures depicted on the plan sheets on the subject property that is not part of the authorized work description, nor does it relieve the Licensee of the obligation to resolve any existing noncompliant structures and activities within tidal wetlands.
- F. This License does not authorize any existing structures depicted on the plan sheets that are not specifically described in the description of work.
- G. The Licensee acknowledges that this authorization is based on current water depths that are existing and indicated on the attached plan sheet. This License proposes no dredging and this license provides no justification or assurances for future dredging. All dredging projects will be evaluated on the biological and physical characteristics of the site at the time an application is made.
- H. The Licensee shall obtain an approved sediment and erosion control plan from the local soil conservation district when the area disturbed is greater than 5000 square feet or 100 cubic yards of fill.
- I. The Licensee shall ensure that a copy of this License, including the approved plans, is available at the site until the authorized work is complete.
- J. The Licensee shall make every reasonable effort to design and construct the structure or perform the activity authorized in this License in a manner which minimizes adverse impacts on natural resource values, including water quality, plants, wildlife, plant and wildlife habitat, and on historic property values.
- K. The Secretary of the Environment may suspend or revoke a License if the Secretary finds that the Licensee has not complied with any condition or limitation in the License or has exceeded the scope of the authorized activities.

- L. The Licensee shall indemnify, defend and hold harmless the State of Maryland, its officials, officers, and employees from and against any and all liability, suits, claims and actions of whatever kind, caused by or arising from the work authorized by the License.
- M. The Licensee acknowledges that this License does not transfer any property interest in State tidal wetlands. This License allows the Licensee to use State tidal wetlands only for the structure or activity authorized herein and in no way limits the use of waters of the State by the public.
- N. This License is valid only for use by the Licensee. Permission for transfer of the License shall be obtained from the Water and Science Administration, Tidal Wetland Division. The terms and conditions of this License shall be binding on any assignee or successor in interest of the License.
- O. The Licensee shall allow representatives of the Maryland Department of the Environment to inspect the authorized activities.
- P. The Licensee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at least 10 days before starting the authorized activities at (410) 901-4020.
- Q. The Licensee shall complete construction of the activity authorized under this License by the expiration date, otherwise a new General License shall be obtained.
- R. Upon completion of the authorized activities, the Licensee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at (410) 901-4020.


By authority of the Secretary of the Environment:

Tammy K. Roberson for  
Tammy K. Roberson for (Jul 28, 2025 15:56:44 EDT)

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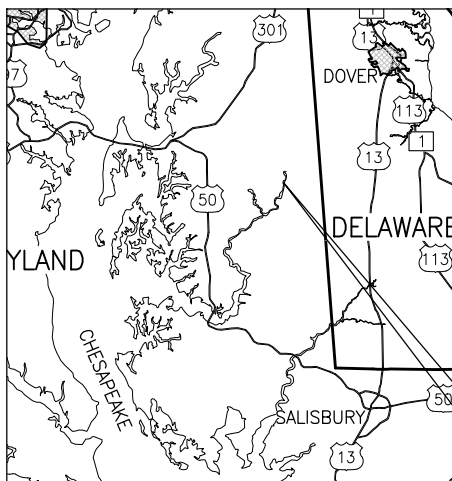
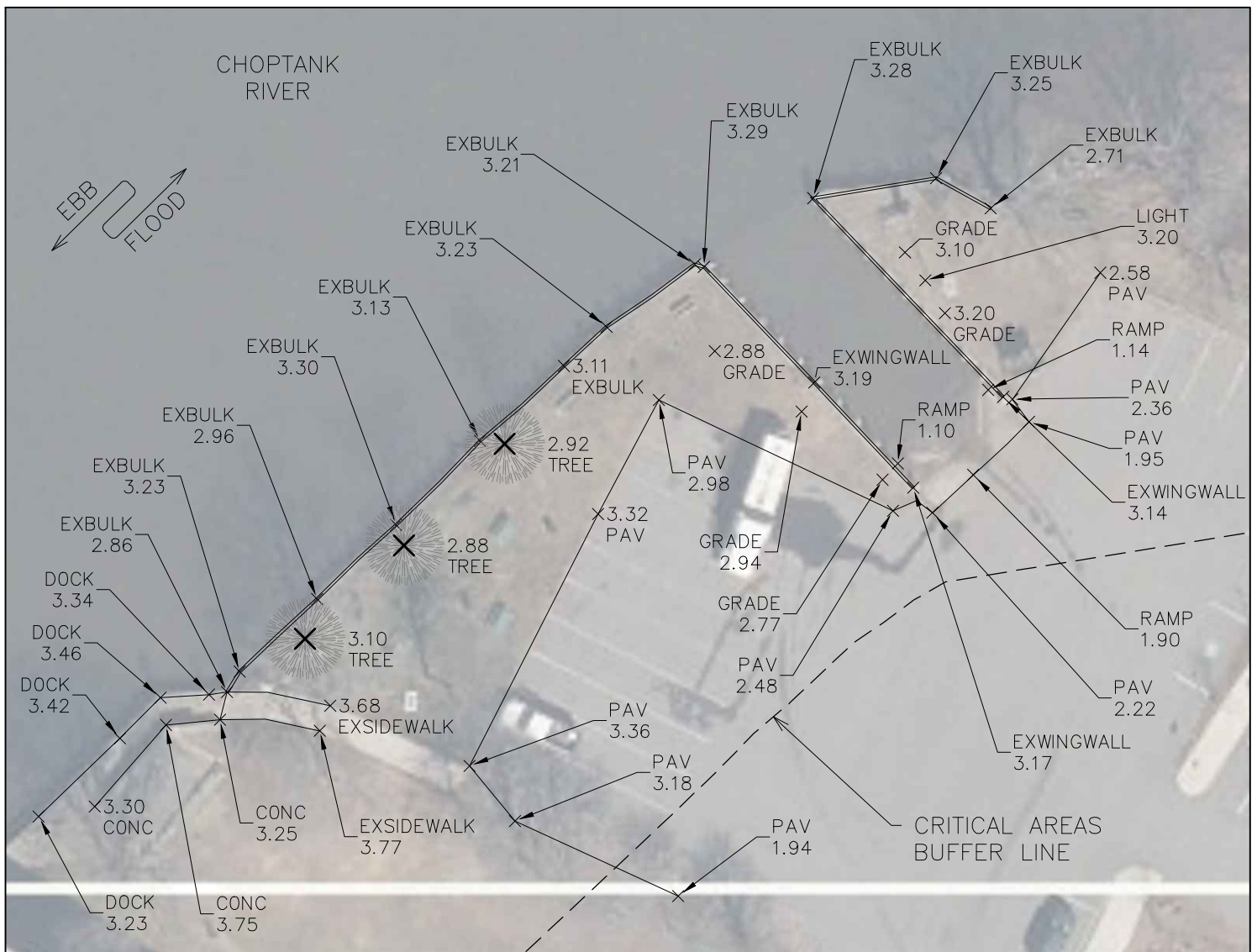
Heather L. Nelson, Program Manager  
Wetlands and Waterways Protection Program

Tidal Wetland Reviewer: MPD

Supervisor Concurrence: 

Tracking Number: 202560827  
Agency Interest Number: 137768

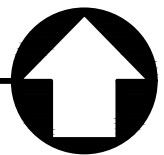
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cc: WSA Inspection & Compliance Program



## EXISTING SITE PLAN

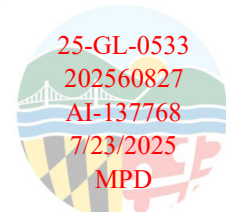



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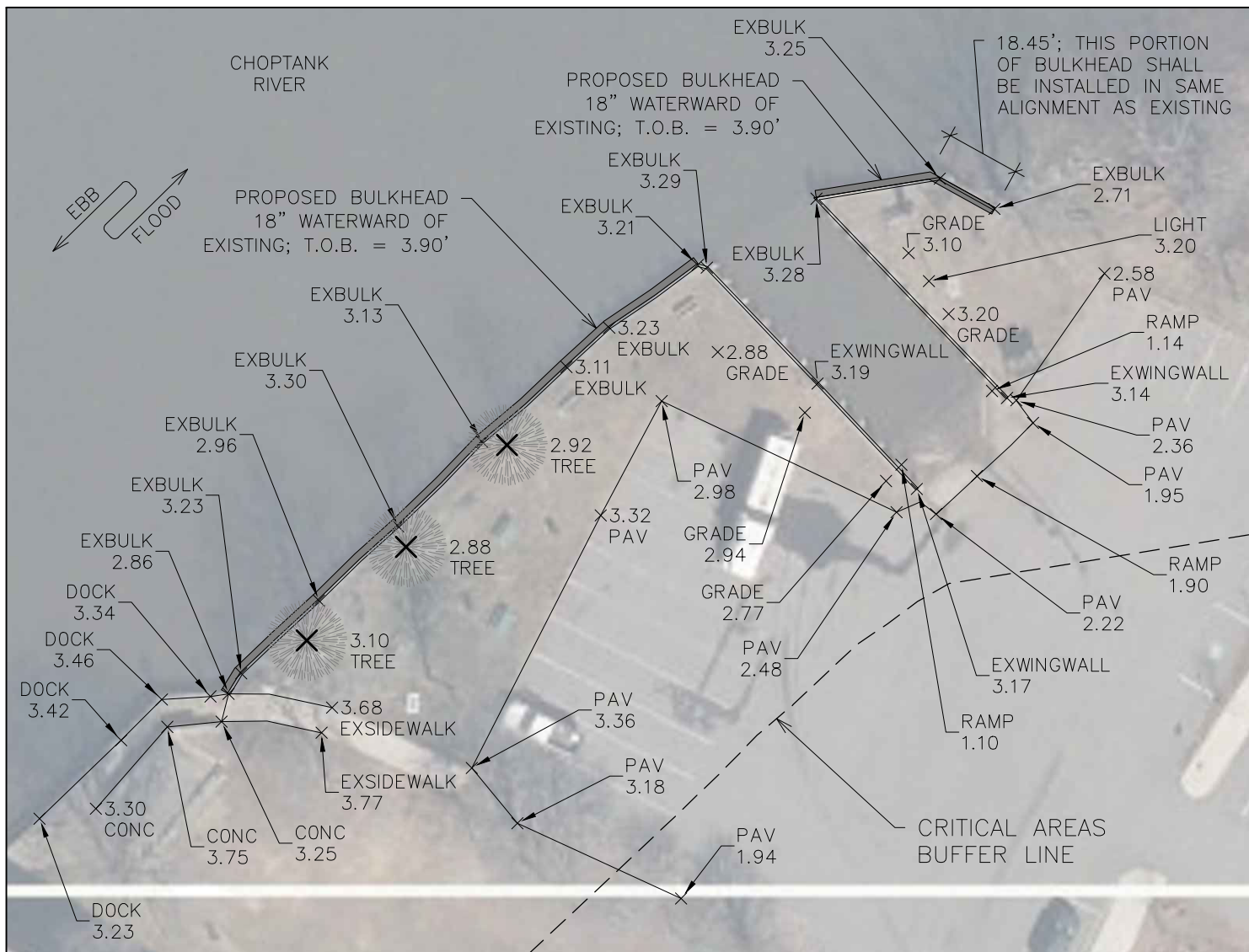


## VICINITY MAP

N.T.S.



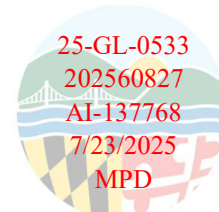
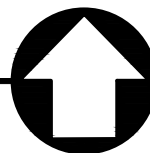
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CK. BY: ARM	APPLICANT: TOWN OF DENTON, MARYLAND			
JOB NO.: 240239				
SCALE: AS NOTED				
DATE: MAY 2025				




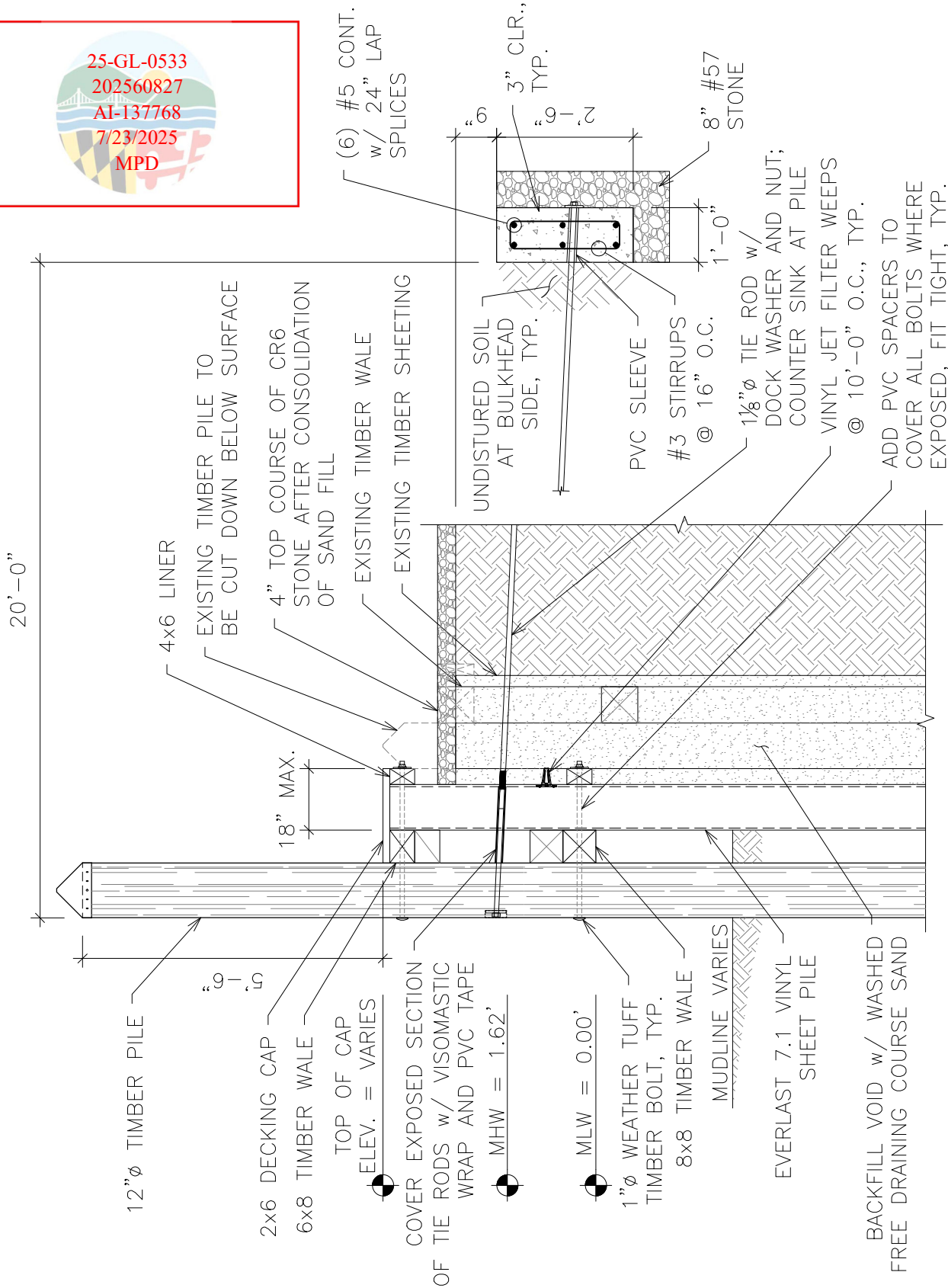
## PROPOSED SITE PLAN



SCALE: 1" = 40'



DRAWN BY: TFVT	PROPOSED BULKHEAD REPLACEMENT CROUSE PARK, DENTON, MARYLAND	 GEORGE, MILES & BUHR, LLC ARCHITECTS & ENGINEERS SALISBURY • BALTIMORE • SEAFORD <small>www.gmbnet.com</small>	PROPOSED BULKHEAD REPLACEMENT	2 of 4
CK. BY: ARM	APPLICANT: TOWN OF DENTON, MARYLAND			
JOB NO.: 240239				
SCALE: AS NOTED				
DATE: MAY 2025				



## TYPICAL BULKHEAD SECTION @ NEW BULKHEAD 18" WATERWARD OF EXISTING

SCALE:  $\frac{3}{8}" = 1'-0"$

NOTE:  
EXISTING DEADMAN SYSTEM  
MAY BE USED IN LIEU OF  
CONSTRUCTING NEW.

DRAWN BY: TFFT  
CK. BY: ARM  
JOB NO.: 240239  
SCALE: AS NOTED  
DATE: MAY 2025

PROPOSED BULKHEAD REPLACEMENT  
CROUSE PARK, DENTON, MARYLAND  
APPLICANT:  
TOWN OF DENTON, MARYLAND

**GMB**  
GEORGE, MILES & BUHR, LLC  
ARCHITECTS & ENGINEERS  
SALISBURY • BALTIMORE • SEAFORD  
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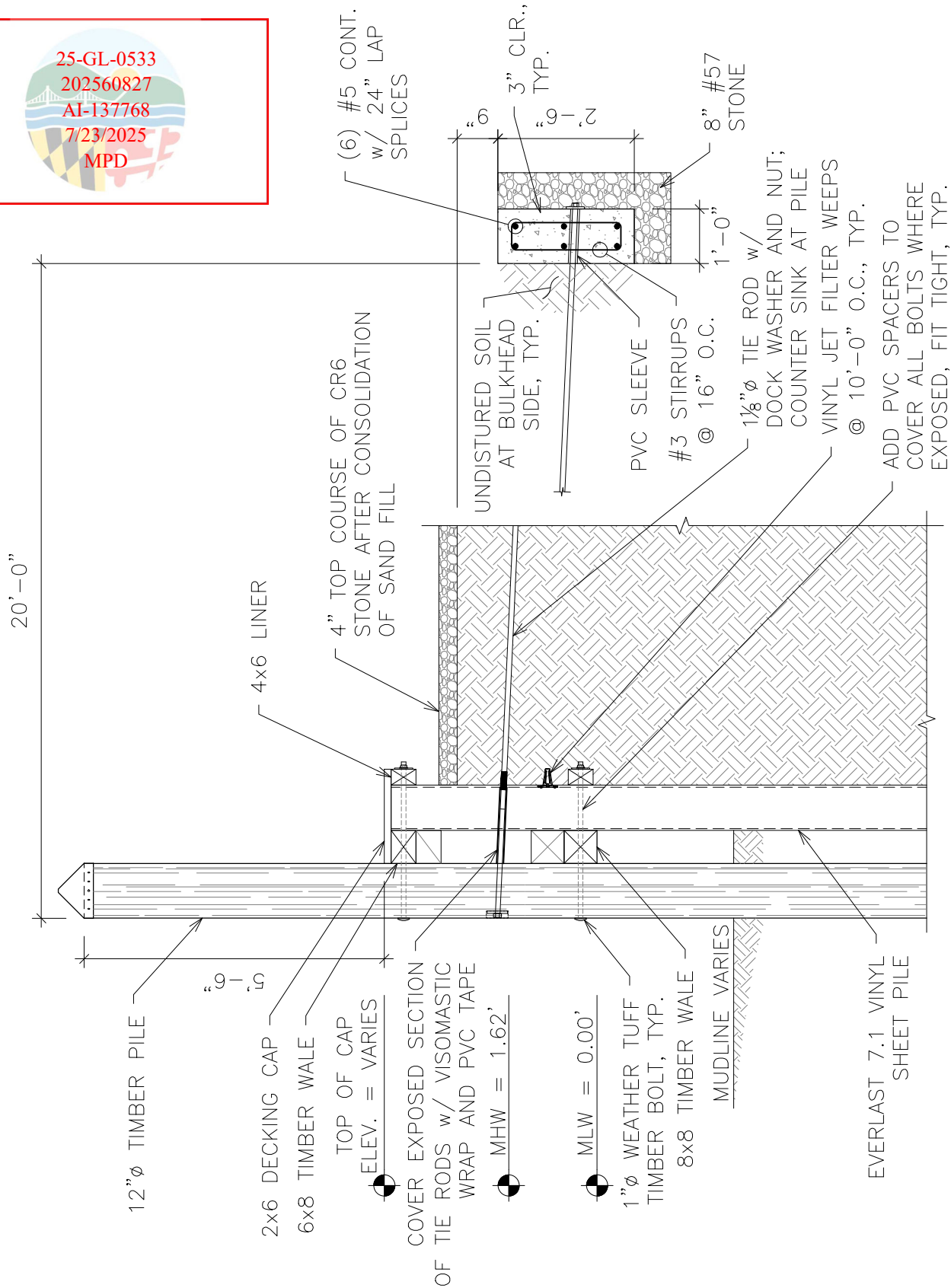
PROPOSED  
BULKHEAD  
REPLACEMENT

3 of 4





25-GL-0533  
202560827  
AI-137768  
7/23/2025  
MPD



**TYPICAL BULKHEAD SECTION @  
NEW BULKHEAD IN ALIGNMENT w/ EXISTING**

**NOTE:** EXISTING DEADMAN SYSTEM MAY BE USED IN LIEU OF CONSTRUCTING NEW.

SCALE:  $\frac{3}{8}$ " = 1'-0"

DRAWN BY: TFVT	PROPOSED BULKHEAD REPLACEMENT CROUSE PARK, DENTON, MARYLAND  APPLICANT: TOWN OF DENTON, MARYLAND	 GEORGE, MILES & BUHR, LLC ARCHITECTS & ENGINEERS SALISBURY • BALTIMORE • SEAFORD <a href="http://www.gmbnet.com">www.gmbnet.com</a>	PROPOSED BULKHEAD REPLACEMENT	4 of 4
CK. BY: ARM				
JOB NO.: 240239				
SCALE: AS NOTED				
DATE: MAY 2025				











# 25-GL-0533

Final Audit Report

2025-07-28

Created:	2025-07-28
By:	Mary Phipps-Dickerson (mary.phipps-dickerson@maryland.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcJ6jFtpugQz23RXGwU6tPHC83ogTBkDt

## "25-GL-0533" History

-  Document created by Mary Phipps-Dickerson (mary.phipps-dickerson@maryland.gov)  
2025-07-28 - 7:01:20 PM GMT
-  Document emailed to twdeastpermit.mde@maryland.gov for signature  
2025-07-28 - 7:01:37 PM GMT
-  Email viewed by twdeastpermit.mde@maryland.gov  
2025-07-28 - 7:48:24 PM GMT
-  Document signing delegated to Jonathan Stewart (jon.stewart@maryland.gov) by twdeastpermit.mde@maryland.gov  
2025-07-28 - 7:48:27 PM GMT
-  Document e-signed by Jonathan Stewart (jon.stewart@maryland.gov)  
Signature Date: 2025-07-28 - 7:48:40 PM GMT - Time Source: server
-  Document emailed to wwppepermits.mde@maryland.gov for signature  
2025-07-28 - 7:48:41 PM GMT
-  Email viewed by wwppepermits.mde@maryland.gov  
2025-07-28 - 7:56:06 PM GMT
-  Signer wwppepermits.mde@maryland.gov entered name at signing as Tammy K. Roberson for  
2025-07-28 - 7:56:42 PM GMT
-  Document e-signed by Tammy K. Roberson for (wwppepermits.mde@maryland.gov)  
Signature Date: 2025-07-28 - 7:56:44 PM GMT - Time Source: server
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2025-07-28 - 7:56:44 PM GMT



## **DIVISION 02 - EXISTING CONDITIONS**

### **SECTION 02100**

#### **SUBSURFACE EXPLORATION**

##### **PART 1 - GENERAL**

###### **1.1 DESCRIPTION**

A. Prior to submitting his Bid, the Bidder shall make his own on-site investigations of these conditions and materials and shall base his Bid upon his own findings. The Owner will not approve any request for change order based upon the subsurface conditions. The Contractor's bid is to be based upon his own investigation of these materials and conditions.

###### **1.2 EXISTING SUBSURFACE LINES**

A. All known subsurface lines, pipes, conduits, and structures shall be discussed with Owner prior to beginning work. In any area where the Contractor must affect existing lines it shall be his responsibility to test pit the lines and verify the locations to his satisfaction.

B. The Contractor shall make whatever exploration and/or test pits he deems necessary to determine the actual conditions and locations of underground utilities. The cost of these test pits shall be included in the lump sum bid price.

C. The Contractor shall be solely responsible for any damage to any underground or aboveground lines encountered in any manner during construction.

##### **PART 2 - PRODUCTS**

Not Used.

##### **PART 3 - EXECUTION**

Not Used.

**\* END OF SECTION \***