CITY OF COLLEGE PARK, MARYLAND

Request for Proposals CP-17-02
Sound Barrier Removal and Bike Trail Extension

Bid Documents

Issued by
City of College Park, Maryland
Department of Engineering
Telephone: 240-487-3590
FAX: 301-474-0825

RFP Issue Date: Monday, September 26, 2016
Pre-proposal Meeting: Tuesday, October 11, 2016 at 11:00 a.m.
Proposal Due Date: Monday, October 26, 2016 at 2:00 p.m.

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I. ADVERTISEMENT AND BID REQUIREMENTS

CITY OF COLLEGE PARK, MARYLAND
Request for Bid Proposals
Sound Barrier Removal and Bike Trail Extension
RFP CP-17-02

The City of College Park, Maryland requests sealed bid proposals for the **Sound Barrier Removal and Bike Trail Extension, RFP CP-17-02**, as specified in the plans, specifications, drawings and all other contract documents (the "Contract Documents"). A bid bond is required in connection with the submittal of a bid proposal. This project is funded by the Maryland Department of Transportation through the Maryland Bikeways Program. Grant requirements apply.

Bid proposals must be submitted in original only, on the specified forms, in a sealed envelope containing the Bidder's name and address, in accordance with the requirements specified in the RFP. Submissions should be marked **Sound Barrier Removal and Bike Trail Extension, RFP CP-17-02**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Wednesday, October 26, 2016 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park at a regular meeting.

A pre-bid meeting for interested bidders will be held on **Tuesday, October 11, 2016 at 11:00 a.m.** in the Council Chambers, College Park City Hall, 4500 Knox Road, College Park, Maryland. Free parking passes for the pre-bid meeting are available from the cashier windows in the City Hall lobby. While attendance at the pre-bid meeting is not mandatory, this is the potential bidder's opportunity to raise questions or issues of concern regarding this project.

Copies of the Contract Documents may be downloaded from the City's website at www.collegeparkmd.gov. The RFP package will be listed under the "Government" tab on the homepage, then click "Bids and RFPs". If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509.

The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

The City reserves the right to reject any and all proposals in the best interest of the City.

The Project Manager for this project is Steven E. Halpern, P.E., City Engineer, telephone 240-487-3597, FAX 301-474-0825, e-mail: shalpern@collegeparkmd.gov.

II. INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF FUNDING/PROJECT SCHEDULING

The project **Sound Barrier Removal and Bike Trail Extension, RFP CP-17-02** is funded by the Maryland Bikeways Program.

2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Work described herein shall be in accordance with the drawings, typical details, plans and specifications contained in the Contract Documents. All construction work must meet or exceed applicable standards established by the City.

Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions and on-going contracts that may in any manner affect performance of the Work, (c) determine to the Bidder's satisfaction the actual subsurface conditions including the character and type of soil and material that will be encountered in the Work, (d) become familiar with Federal, State, County and local laws, ordinances, rules and regulations affecting performance of the Work; and (e) carefully correlate these observations with the requirements of the Contract Documents.

The submission of a proposal will constitute an incontrovertible representation that the Bidder has complied with every requirement. Failure to inspect the site will not relieve the Bidder of the obligation to furnish the material, equipment, and labor necessary to carry out the work bid, and to complete said work for the consideration and in the time set out herein.

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

3. PREPARATION AND SUBMISSON OF BIDS

Bids shall be submitted on the attached forms and shall be filled out in full, in ink or typed and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form. Proposals made on any other than the Bid Form will not be considered. Any changes not approved by the Project Manager will cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

Each proposal with bid guarantee must be enclosed in an opaque, sealed envelope marked, "**Sound Barrier Removal and Bike Trail Extension, RFP CP-17-02**, City of College Park, Maryland, Maryland Contractor Registration No. _____".

Bids will be received at the City of College Park Finance Department, 4500 Knox Road, College Park, Maryland 20740 until **Wednesday, October 26, 2016 at 2:00 p.m**. at which time they will be publicly opened and read.

Documents to be submitted with Bid include:

- Bid Proposal Form with itemized cost and unit prices
- Certificate of Registration
- Non-Collusion Affidavit
- Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses
- Bid Bond with corporate acknowledgement
- Contractor Qualification Questionnaire
- References
- Tentative Construction Schedule – Gantt chart preferred
- The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking on Accessibility Guideline for Shared Use Paths.

The City may distribute copies of this Request for Proposals to firms that have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

4. SECTION NOT APPLICABLE

5. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing or verbally at the pre-bid meeting. Replies to these inquires shall be made at the meeting or by addendum following the meeting. The written responses become part of the Contract Documents and will be posted to the City's website no later than Friday, October 14, 2016 at 5:00 pm. No questions will be accepted after the pre-bid meeting.

6. CONTRACT TIME

This project shall be substantially completed 90 day after the issuance of the notice to proceed. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions. Time is of the essence to this Contract.

7. SCOPE OF WORK

The work to be completed under this contract shall include all labor, equipment and materials necessary to remove and dispose of 10 sound barrier wall panels, construct a

new 50-ft long by 10-ft wide asphalt bike trail, and install a w-beam traffic barrier with end treatments. Please note that Maintenance of Traffic shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to all items.

8. AWARD OF CONTRACT

The contract will be awarded by a vote of the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration, among other things, the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercises the right reserved herein to reject any or all proposals, each contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City of College Park.

The City of College Park reserves the right to cancel the award of the contract at any time prior to execution of the Contract without liability on the part of the City.

9. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a contract substantially similar to the one attached within ten business days after the award and submit such other documents as required by the Contract Documents, including bonds and insurance certificates. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award and the forfeiture of any Bid Bond, which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

If the bidder to whom the award is made shall fail to execute the contract and Performance and Labor and Material bond hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City of College Park may reject all of the bids, as its interest may require.

The City of College Park will hold as many of the bid bonds submitted with the proposals as it may deem advisable, until the execution and delivery of the Contract and Performance and Labor and Material bonds, whereupon they shall be returned. All other bid guarantees will be returned as soon as the award is made.

A Bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for

disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

10. BID GUARANTEE AND PERFORMANCE BONDS

Each Bidder must furnish with his Bid a Bid Guarantee in an amount not less than 5 percent (5%) of the amount of his Bid. The Bid Guarantee shall be in the form of a firm commitment, such as a postal money order, certified check or cashier's check, or bid bond payable to the City of College Park. The Bid Bond must be acceptable to the City of College Park.

No Bidder may withdraw his bid within one hundred twenty (120) days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

The successful Bidder will be required to give Performance and Labor and Material Bonds and a Certificate of Insurance with an endorsement naming the City and the Maryland Department of Transportation as additional insureds within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price and shall name the City as an insured, and shall be in a form and with a surety acceptable to the City. The Labor and Material bond shall be in the amount of 100% of the Contract Price.

11. NOTICE TO PROCEED

After execution of the Contract, the City will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which the time provided in the Contract for performance of the work shall be commenced.

Materials ordered or work done on the site prior to the date set forth in the Notice to Proceed shall be at the Contractor's risk.

Failure by the Contractor to initiate work within ten days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Contract and may result in termination of the Contract by the Mayor and Council of the City of College Park.

12. SECTION NOT APPLICABLE

13. CONTRACTOR LICENSE

Bidders are required under Section 17-602 of the Business Regulation Article, Annotated Code of Maryland, to show evidence of having obtained a construction license in the State of Maryland. The Bidder shall also obtain any other license or permit required by law.

14. CONSTRUCTION STAKEOUT

The Contractor shall furnish all necessary lines, grades, and construction stakeout as required to complete the project as per approved plans and specification.

15. APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the Bidder, but in no way bind or limit the City to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the Engineer are approximate only, and have been used by the Engineer as a basis for estimating the cost of the work, and will also be used for the purpose of tabulating and comparing the bids and awarding the Contract. The Engineer has endeavored to estimate these quantities correctly according to his knowledge and the information as shown on the plans, but it is not guaranteed that these estimated quantities are accurate and if the Contractor, in making up and/or submitting his bid or bids relies upon the accuracy of said estimated quantities, he does so at his own risk.

16. POWER OF ATTORNEY

Attorneys in fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

17. UNBALANCED BID

Bidders are specifically warned against unbalancing their bids as this will render them liable for rejection.

18. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the City may require, to revise or amend the plans and specifications prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all prospective bidders.

19. RECEIPT OF ADDENDA

The successful bidder will be required to acknowledge receipt of any addenda on their Bid Proposal Form.

General Decision Number: MD160015 01/08/2016 MD15

Superseded General Decision Number: MD20150015

State: Maryland

Construction Type: Highway

County: Prince George's County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUMD2015-010 09/15/2015

	Rates	Fringes
CARPENTER	$ 26.81	8.19
CEMENT MASON/CONCRETE FINISHER	$ 19.56	5.08
ELECTRICIAN	$ 38.79	15.25
IRONWORKER, REINFORCING	$ 27.05	17.31
IRONWORKER, STRUCTURAL	$ 26.97	15.87
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 18.93	16.35
LABORER: Concrete Surfacer	$ 27.48	5.25
LABORER: Grade Checker	$ 19.11	16.35
LABORER: Jack Hammer	$ 14.30	0.00
LABORER: Luteman	$ 14.00	0.00

LABORER: Mason Tender - Cement/Concrete	$ 19.11	16.35
LABORER: Pipelayer	$ 17.25	3.50
LABORER: Common or General, Includes Flagger	$ 15.66	6.07
OPERATOR: Backhoe/Excavator/Trackhoe	$ 25.00	5.65
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 16.00	0.00
OPERATOR: Broom/Sweeper	$ 23.49	12.15
OPERATOR: Bulldozer	$ 24.75	12.15
OPERATOR: Crane	$ 30.30	15.30
OPERATOR: Gradall	$ 27.45	12.15
OPERATOR: Loader	$ 26.45	12.15
OPERATOR: Milling Machine	$ 21.16	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 19.92	0.00
OPERATOR: Piledriver	$ 26.89	8.78
OPERATOR: Roller	$ 16.17	2.58
OPERATOR: Screed	$ 16.00	0.00
PAINTER: Bridge	$ 33.23	9.40
TRUCK DRIVER: Dump Truck	$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck	$ 19.68	4.83
TRUCK DRIVER: TackTruck	$ 22.94	7.87
TRUCK DRIVER: Water Truck	$ 23.56	6.96

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

III. GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Wherever used in the Contract Documents, the following term shall be applicable to both the singular and plural thereof:

1 Addenda - Written or graphic instruments issued prior to the Bid opening of the Contract which modify or interpret the Contract Documents.

2. Approval - Written approval from the Project Manager.

3. Bid - The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed.

4. Bidder - Any person, firm or corporation submitting a Bid for the Work.

5. Bonds - Bid Bond, Performance Bonds, Labor and material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

6. Change Order - A written order to the Contractor signed by the Project Manager authorizing an addition, deletion or revision in the Work within the general scope of the contract Documents, authorizing an adjustment in the Contract Price or Contract Time.

7. City – The City of College Park, Maryland

8. Commission - The Washington Suburban Sanitary Commission or WSSC

9. Contract/Contract Documents - The Contract, including Invitation to Bid, Information for Bidders, Bid Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Certificate of Substantial Completion, Standard Specifications, Addenda, General Provisions, Standard Details, Geotechnical Report, Proposal, Information Regarding the Bidder, Bidder's Questionnaire, Vendor's Certification, Financial Disclosure Statement, Corporate Acknowledgement, Supplemental General Conditions, Special Conditions, Special Provisions, and Federal Contract Provisions when appropriate.

10. Construction Manager - The authorized representative of the Project Manager assigned to make interpretations, clarifications and other instructions as to the intent of the Contract Documents.

11. Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

12. Contract Specifications Book - A set of documents issued by the City of College Park for the Project which includes the Invitation to Bid, Information for Bidders, Bid Bond, Bid Form, Supplemental General Conditions, Special Conditions, Special Provisions, Addenda and other forms and attachments.

13. Contract Time - The specific date or the number of days stated in the Bid Form for the completion of the Work.

14. Contractor - The person, firm or corporation with whom the City of College Park has executed the Contract.

15. Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

16. Environmental Pollution - Presence and action of physical, chemical, biological, and human agents that adversely affect individual and community health and welfare; unfavorably alter or destroy ecosystems of importance to man; or degrade significant aesthetic and recreational values.

17. Field Order - A written order to the Contractor issued during construction by the Project Manager or his agent for interpretations, clarifications and other instructions as to the intent of the Contract Documents.

18. Inspector - The authorized representative of the Project Manager assigned to make detailed inspection of any or all portions of the Work or materials therefor.

19. Manufacturer - Any person or organization who changes the form of a commodity or creates a new commodity and supplies it for the Work at any time, but who does not perform labor at the site.

20. Notice of Award - The written notice of the acceptance of the Bid from the Mayor and Council of the City of College Park to the successful Bidder.

21. Notice to Proceed - Written communication issued by the Project Manager to the Contractor authorizing him to proceed with the work and establishing the dates of commencement and completion of the work.

22. Prince George's County - Shall mean the Department of Public Works and Transportation of Prince George's County or any other department of the County.

23. Project - The undertaking to be performed as provided in the Contract Documents.

24. Project Manager - The City Engineer or his designee as a construction manager.

25. Provide - Means furnish and install as specified in contract documents.

26. Rock - Any indurated material that requires drilling, wedging, blasting, or other methods of brute force to excavate.

27. Special Provisions - Clauses contained under the heading Special Provisions setting forth the requirements peculiar to the specific work included in the contract.

28. Specifications - Contract Documents under the contract.

29. Standard Specifications - Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials", as amended.

30. Structure - Structural entity including but not limited to building, manhole, ductbank, tank, foundation, road, pavement, pipe conductor substation, pumping station.

31. Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor at any time for the performance of a part of the work at the site.

32. Substantial Completion - That date as certified by the Project Manager and/or Construction Manager 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.

33. Supplier - Any person or organization who supplies materials or equipment for the Work at any time, including that fabricated to a special design, duty who does not perform labor at the site.

34. Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor

under the contract documents, labor, materials, equipment and other incidentals and the furnishing thereof.

Whenever in the Contact Documents the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Project Manager and/or Project Manager is intended. Similarly, the words APPROVED, ACCEPTABLE, SATISFACTORY or words of like import shall mean approved, acceptable or satisfactory to the Project Manager and/or Construction Manager unless otherwise expressly stated.

B. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The work under this Contract shall be built of the materials, sizes, dimensions, on the lines and slopes, at the depths, and in the manner called for by the Contract Documents and/or shown on the Contract Drawings, or in accordance with such changes as may be approved from time to time during the progress of the work, as hereinafter provided.

The Contractor may be furnished additional instructions and detail drawings by the Project Manager and/or Construction Manager as necessary to carry out the work required by the Contract Documents. The additional drawings and instructions 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.

C. SERVICE OF NOTICE

Any written communication, and any communication, notice, or order required by the Contract Documents to be in writing, may be served by facsimile transmission, personal delivery, or be certified mail via the United States Postal Service, at the following addresses:

For the City:
Scott Somers, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

For the Contractor:
_____
_____
_____

D. SCHEDULES, REPORTS AND RECORDS

A tentative construction schedule shall be included in the bid proposal, preferably as a Gantt chart. The Contractor shall submit to the Project Manager, in a timely manner, such schedules of quantities and costs, construction progress schedules, weekly payrolls, breakdown of lump sum items, reports, estimates, records and any other data, as requested by and acceptable to the Project Manager and / or Construction Manager.

E. CONTRACT DOCUMENTS

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 City.

F. MATERIALS, SERVICES AND FACILITIES

The Contractor shall do all of the work as stated in the Contract Documents. The Contractor shall provide and pay for all materials, taxes, labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services or facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time. Any temporary construction done to execute the work under contract shall be removed and the area shall be left in original condition or as specified in the Contract Documents. The Contractor shall complete the entire work together with such extra work as may be required, at the price fixed therefore, but at a total price not to exceed that provided for in this Contract, unless otherwise agreed in writing.

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. The Contractor shall provide temporary fencing where required and remove it at the completion of the work under contract.

The Contractor shall provide a proposed written plan for any storage of materials and equipment within the City, which must be approved in writing by the Project Manager before commencement of the work.

All construction and storage sites within the City shall be kept clean and free of debris and trash. The Contractor shall provide sufficient trash receptacles with lids for use by its employees on site. The receptacles shall be emptied on a regular basis, with the contents disposed of properly.

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

G. PATENTS

The Contractor shall indemnify and save harmless the City from all suits, actions and damages or costs to which the City may be subjected by reason of the use of any patented article or process in the work under this Contract.

H. SURVEYS, PERMITS, LAWS AND REGULATIONS

l. SURVEYS - Unless otherwise specified, Contractor will furnish all boundary surveys and establish all baselines 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.

2. PERMITS - Permits and licenses of a temporary nature necessary for the prosecution of the work such as plumbing and electrical permits shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations applicable to 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 Project Manager and/or Construction Manager in writing.

If any permit, license, or certificate expires, or is revoked, terminated or suspended, as a result of any action or omission on the part of the Contractor, he shall not be entitled to any additional compensation, nor to any extension of the completion date, by reason thereof.

3. LAWS AND REGULATIONS - The Contractor and his agents, servants, and employees shall strictly comply with the ordinances and regulations of the City, and all other applicable laws, when performing the work on this project. The Contractor shall protect and indemnify the City and its officers, employees and agents, against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, whether by himself or by his agents, servants, or employees.

I. PROTECTION OF WORK, PROPERTY AND PERSONS

1. GENERAL - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work according to the accepted practices, and applicable rules, regulations and laws. The Contractor shall take all necessary precautions for the safety of, and shall

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, or 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 during the entire course of construction.

In case of suspension of work for any cause whatever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the work, and provide for proper drainage, and shall erect any necessary temporary structure, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seedings and sodding furnished under this Contract, and shall take adequate precautions to protect new growth and other important growth against injury.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor shall notify owners of adjacent utilities when prosecution of the work may affect them.

2. ACCIDENT PREVENTION - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.

3. LIGHT, RAILINGS AND WATCHMEN - The Contractor shall place sufficient lights to light the work and work area to protect workers and public, and shall erect suitable railings, fences or other protection around open trenches, and provide all watchmen on the work, at all times, if they become necessary for the public safety. The Contractor shall place proper guards and lights for the prevention of accidents during and after delivery of materials and supplies, and shall at all times take all necessary precautions to avoid accidents or injury to persons or property.

The Contractor shall, upon notice from the Project Manager and/or Construction Manager that he has not satisfactorily complied with the foregoing requirements, immediately take such measures and provide such means and labor to comply therewith as the Project Manager may direct. The Contractor shall not be relieved

of his obligations under the Contract by any such notice or directions given by the Project Manager and / or Construction Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the work, or public and private properties, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract Documents by any such action of the Project Manager and / or Construction Manager.

4. CARE AND PROTECTION OF WORK - From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to same, from whatever cause, shall be made good by him, at his own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.

5. PROTECTION OF STRUCTURES FROM MATERIALS - It shall be the responsibility of the Contractor to adequately protect the curb, gutter and other adjacent structures from materials being applied or otherwise used in the project. The Contractor may use any protection method that is a normal practice, such as protective paper, courses of sand, etc. If any of the structures are defaced, they shall be repaired at the Contractor's expense. Within the construction area the Contractor shall protect manhole frames and covers and other similar utility street structures. After the construction is complete, it shall be the Contractor's responsibility to examine the various street structures to see that they are unimpaired and that their covers are free, at grade and sit properly.

6. INJURY TO PROPERTY - In case of any direct or indirect damage done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his agents, servants or employees, the Contractor shall, at his own cost and expense, restore such property to a condition similar or equal to that existing before such damage was done. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the City may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law.

7. PIPE LINES TO BE KEPT CLEAN - During the progress of the work and until completion and final acceptance thereof, the pipe lines and their appurtenances should be kept thoroughly clean throughout. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, the pipe lines and their appurtenances shall be left clean, free of dirt debris and in good order.

J. CHANGES IN THE WORK

1. INCREASE OR DECREASE OF QUANTITIES - The City reserves the right to increase or decrease the quantity of materials to be furnished or of work to be done under this Contract whenever it is deemed advisable or necessary. Such increase or decrease shall in no way void this Contract and the total price of the contract shall be adjusted accordingly. The City reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.

2. ALTERATIONS - The City reserves the right to change the alignment, grade, form, length, dimensions or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event such alterations make the work less expensive for the Contractor, a proper deduction shall be made from the Contract price and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event such alterations make the work more expensive for the Contractor, a proper addition shall be made to the Contract price as shall be determined by the Project Manager and / or Construction Manager.

3. IMPLIED WORK - All incidental work required by the Contract Documents for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the Contract and which the Project Manager and / or Construction Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation.

4. EXTRA WORK - The Contractor shall do such extra work as may be ordered by the Project Manager in writing. No claim for extra work shall be considered or allowed unless the said work has been so ordered. The extra work will be paid for on the basis of the unit prices agreed upon in the Contract Documents. In the event the extra work is not priced by unit in the Contract Documents, then the payment shall be as agreed upon by the Contractor and the Project Manager and/or Construction Manager. The amount to be paid to the Contractor for extra work shall be determined in the following manner:

    1. Wages of necessary day laborers and foremen actually employed on extra work, for such time as they are so employed, plus fifteen (15) percent.

2. Actual purchase price, as paid by the Contractor for materials actual1y incorporated into the extra work, plus zero (0) percent.

3. Actual rental price for vehicles equipment or machinery, as paid by the Contractor for their use in connection with extra work, plus zero (0) percent.

Payment for extra work shall not include an allowance for the time of superintendents, timekeepers, water-boys, flagmen or of any workmen or foremen not employed upon the extra work in question for a definitely and easily ascertainable period, or for insurance of employees or the public, or the use, maintenance or repair of tools or for the maintenance, operation and repair of machinery, or office accounting, Project Managing or administrative expense, or any rent, interest, depreciation or bonding costs, or any other overhead, collateral or estimated expense, or any profit, and the costs of all such items shall be deemed to included in the said allowance of fifteen (15) percent on labor.

All extra work shall be done as economically and expeditiously as possible, and under sufficient but not disproportionate supervision. Labor shall be furnished at the current rates and materials shall be charged at the lowest market prices. The City may, at its option, furnish any material required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished. Likewise, the City may supply any necessary machinery or equipment and the Contractor shall not be entitled to any allowance thereupon.

Separate itemized statements and itemized bills, covering the extra work done in each month on each order for extra work shall be delivered to the Project Manager and / or Construction Manager before the 5th day of the following month. All bills shall include vouchers showing the cost of materials supplied by the Contractor that have been actually incorporated into such extra work. The Contractor shall permit such examination of his books, bills, vouchers and accounts as the Project Manager and/or Construction Manager may require in checking bills for extra work.

The decision of the Project Manager and/or Construction Manager shall be final and binding upon all questions relating to extra work. If it is determined that any extra work bill is unreasonable or improperly performed, the Project Manager and/or Construction Manager shall be empowered to require its revision and adjustment in accordance with such terms as they shall judge to be fair and reasonable.

The Project Manager and/or Construction Manager will certify to the City those bills for authorized extra work, submitted in approved form and by the prescribed date, for which he recommends payment. Payment for approved extra work

completed under the Contract during any month shall be subject to all the provisions of the Contract relating to the payment of current estimates. Should the work under any extra work order remain uncompleted during any month, the payment shall not be made until the correct estimate is determined for the month, or the entire work under said extra work order is completed. The Contractor shall not be entitled to any claim for interest on any bill for extra work on account of delay in its approval.

All approved extra work shall be considered a part of the Contract and shall be subject to all of the provisions thereof.

In case of neglect or refusal on the part of the Contractor to perform any required extra work, or to make satisfactory progress in its execution, the City may invoke the provisions of "O. Waiver of Contract and Right of Recovery of this Section". The Contractor shall not interfere with the prosecution of such work by the City.

During the progress of the extra work the Contractor shall carry forward all other parts of the work under the Contract, and may suspend any other part of the work only as approved by the Project Manager and/or Construction Manager. No claim by the Contractor for extra compensation shall thereby be allowed. The Contractor, however, shall be entitled to an extension of time to the extent that the Project Manager and / or Construction Manager shall certify that the work done under the Contract has been delayed by the performance of said extra work, provided that a claim for such extension shall be submitted in a timely manner.

K. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1. EXTENSION OF TIME - If the amount of work done under the Contract is greater than indicated by the statement of quantities, or if the Contractor is materially obstructed or delayed in the procedure of the work by delay on the part of the City, the Contractor shall be entitled to such extension of the Contract time for the completion of the work, or any phase of the work, as the Project Manager and/or Construction Manager shall certify in writing to be just and proper. A claim for such extension shall be made by the Contractor by a written notice sent to the Project Manager and / or Construction Manager within ten (10) days after the date when such alleged cause for extension of time occurred. The notice shall state specifically the amount of delay that the Contractor is claiming. If said statement, thus made out, is not received within the prescribed time, the claim for extension of time shall be forfeited and invalid.

   No extension of time will be granted for ordinary delays, weather conditions or minor accidents.

2. DEFAULT IN COMPLETION - The Project Manager and/or Construction Manager shall determine the number of working days that the Contractor is in

default in completing the Contract, or any of its phases, within the specified period of time, and shall certify same to the City in writing. For each day so certified, the Contractor shall pay to the City the sum of $100.00 per day, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the City will suffer by reason of such default, as the actual damage is difficult to quantify. The City, in its discretion, may extend the time for completion of the work beyond the Contract time. The City shall be fully authorized and empowered to deduct and retain the amount of any such liquidated damages for each day that the Contractor shall be in default in completing the work after the time fixed in the Contract, or after any later date to which the time for completion may have been extended, from any monies due or to become due to the Contractor under the Contract at any time after such default has occurred. The permitting of the Contractor to finish the work or any part of it after the time fixed for its completion, or after the time to which completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

L. EXECUTION OF WORK

1. The execution of work under this Contract shall not commence until the Contractor has received a written Notice to Proceed, signed by the Project Manager and / or Construction Manager, and the work shall begin within ten (10) working days of receipt and be carried on continuously to completion, subject to such suspensions as are provided for herein. The progress of the work shall be at a rate sufficient to complete the Contract, and its phases, in an acceptable manner within the time specified. If it appears that the rate of progress is such that the Contract is not being executed in a satisfactory and workmanlike manner, the Project Manager and / or Construction Manager may order the Contractor to take such steps as he considers necessary to complete the contract within the time provided, or to prosecute the work in a satisfactory matter. The Contractor shall prepare and submit a written construction schedule, indicating the manner and order in which the work is to be accomplished, prior to beginning construction. The schedule must be approved by the Project Manager and/or Construction Manager.

2. SUPERVISION AND DIRECTION OF WORK - The Contractor shall supervise the Work. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures of construction. At all times when work is progressing within the City, the Contractor shall provide one or more supervisors on site who are capable of communicating with all parties involved. The supervisor(s) shall be designated by the Contractor in writing, and shall have full authority to act on behalf of the Contractor, to bind the Contractor, and to stop work. Communications given to the designated supervisor(s) shall be as binding as if given to the Contractor. In the absence of a supervisor on site, no work on

the project will proceed. A fine of $200.00 shall be assessed against the Contractor for each occasion on which a designated supervisor is not present on site as required.

While it is intended that the Contractor shall be allowed, in general, to carry out the Contract in accordance with the approved schedule, the Project Manager and / or Construction Manager shall have the discretion to direct the manner in which the work shall be prosecuted, and may exercise such general control over the conduct of the work at any time or place as shall be necessary to safeguard the interests of the City. The Contractor shall have no claim for damages or extra compensation by reason of any such change in scheduling or conduct of the work. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, provided however that nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager and/or Construction Manager as to relieve the Contractor of any of its obligations or liabilities under this Contract.

3. LINES, GRADES AND ELEVATIONS - Unless otherwise specified the Project Manager and / or Construction Manager will give all necessary lines, grades and elevations for the guidance of the Contractor and the Contractor shall conform his work thereto. Such lines, grades and elevations will be given as needed, but if for any reason minor delays should occur, the Contractor shall have thereby no claim for damage or extra compensation.

   The Contractor shall preserve and maintain the position of all stakes, grade-boards and lines until authorized to remove same. If the Contractor fails to do so, any stakes or grade-boards that are moved shall be reset at the Contractor's expense. The Contractor shall furnish, when required, all necessary materials, labor and assistance, except for Project Manager and / or Construction Manager assistance, for the setting of all stakes, grade-boards, line forms, etc., which may be required for the proper construction of the work.

   Any work done without utilizing lines, levels and instructions provided by the Project Manager or without the supervision of any inspector will not be estimated or paid for except when such work is authorized by the Project Manager and/or Construction Manager. Work so done without lines, levels, and instructions of the Project Manager and/or Construction Manager or without supervision of an inspector may be ordered removed and replaced at the Contractor's cost.

4. NOTIFICATION OF PROJECT MANAGER AND / OR CONSTRUCTION MANAGER - The Contractor must notify the Project Manager and/or Construction Manager or his representative at least twenty-four (24) hours prior to commencing work, if work has been suspended for any reason other than normal non-working days. Failure to so notify the Project Manager and / or Construction

Manager may result in material or work being declared unsatisfactory and being removed or redone at the Contractor's expense. The Contractor must obtain written approval from the Project Manager and/or Construction Manager or his representative at least twenty-four (24) hours prior to suspending work, except for normal non-working days. In the event that work that scheduled commencement or suspension of work is delayed by inclement weather, the Project Manager and/or Construction Manager must be notified immediately. The sum of $50.00 for each such failure to notify shall be assessed against the Contractor. The monies will be deducted from any monies due to the Contractor under the Contract.

5. SATURDAY, SUNDAY AND HOLIDAY WORK - No material may be placed on Saturdays, Sundays, or holidays, or after 5:00 p.m. on workdays, without the written consent of the Project Manager and/or Construction Manager. A violation of this requirement may result in the removal of material at the Contractor's expense.

6. MAINTENANCE OF TRAFFIC - The Contractor shall carry on the work in such a manner so as to cooperate with all pedestrian and vehicular traffic in the vicinity. The Contractor shall make all reasonable efforts to keep access to adjacent properties open at all times. The attention of the Contractor is directed to the fact that right-of-way for emergency vehicles and/or construction vehicles must be maintained by the Contractor at all times.

7. WATER SUPPLY - The Contractor shall provide at his own expense such quantities of clean, potable water as may be required for any and all purposes under this Contract.

8. SANITARY ARRANGEMENTS - Approved sanitary conveniences for the use of laborers and others employed on the work, properly screened from public observation, shall be furnished and maintained at the Contractor's expense. The collections in the same shall be disinfected or removed on a regular basis.

9. WORKMANSHIP - All materials furnished and all work done shall be of the quality and character required by the drawings and/or Contract Documents. Where no standard is specified, such work or materials shall be of a kind acceptable to the Project Manager and/or Construction Manager. Any unsatisfactory materials furnished or work done, at whatever time they may be discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager and/or Construction Manager. If the Contractor shall neglect or refuse to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the notice to do so, or if he does not make satisfactory progress, the Project Manager and / or Construction Manager may cause said work or material to be removed and

satisfactorily replaced by other means. The expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the Contract. Upon completion of the Contract, the entire work shall be delivered to the City in a satisfactory working condition.

10. ADJUSTMENT OF STREET STRUCTURES - It shall be the Contractor's responsibility well in advance of the beginning of work to notify all public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of the construction. Unless otherwise specified, these adjustments will be made by the owners and in advance of construction. Any charges that may be made by the utility organizations for adjustments to structures shall be borne by the City.

11. EMPLOYMENT OF SKILLFUL WORKMEN - The Contractor shall employ only competent, skillful workers to do or supervise the work. Whenever the Project Manager and/or Construction Manager shall, in writing, notify the Contractor that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be removed and shall not again be employed on the work except with the consent of the Project Manager and / or Construction Manager.

12. TIMBER AND BRUSH - All cut timber and brush shall be removed from the site of the work in a timely fashion unless otherwise directed.

13. CONSTRUCTION OUTSIDE THE RIGHTS OF WAY OF THE CITY - Where the construction lies outside its rights of way, the City has or will obtain the permission from the owner to occupy the property during construction. The Contractor shall not move any equipment or materials outside the right of way or construction strips and shall not commence any clearing within or outside the rights of way until authorized by the Project Manager and/or Construction Manager. The Contractor shall confine his operations strictly within the limits of the rights of way of the City and the construction strips, unless he has the written permission of the owner of the property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the rights of way of the City shall not be cut down without the written permission of the Project Manager and/or Construction Manager.

    The Contractor shall so conduct his work in rights of way that there will be a minimum of disturbance of the properties crossed. Fences shall be disturbed as little as possible and if damaged or removed shall be replaced to the satisfaction of the owner.

14. CONSTRUCTION IN VICINITY OF TREES - In general, the State Department of Forestry has control over trees in public areas such as roads, streets and public rights of way. To cut down any trees in these areas, permission of the State must be obtained. Any other trees may be cut down only with the written permission of the Project Manager and/or Construction Manager or other owner of the property. The Contractor shall exercise due care not to unnecessarily injure any trees. The Contractor shall carry on his operations in conformity with the requirements of the State Department of Forestry without additional compensation over the price bid for the work.

15. UTILITIES - The Contractor shall be responsible for contacting all agencies relative to their installations and for locating them in the field. The Contractor shall be prepared to modify operations in order to accommodate utilities and shall bear the expense of all repairs to utilities damaged as a result of activities undertaken as part of the project.

M. REMOVAL OF DEFECTIVE WORK AND CONDEMNED MATERIAL

1. DEFECTIVE WORK - Neither the inspection or supervision of the work, nor the presence or absence of any employee of the City during the execution of any part of the work, shall relieve the Contractor of any of his obligations under the Contract or of conforming his work to the lines, grades and elevations given by the Project Manager and / or Construction Manager. Defective work shall be made good and unsuitable material will be rejected, notwithstanding that such work and material may have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective or to have been damaged at any time before the final acceptance of the whole work, the Contractor shall make good such defective and damaged work at his own cost, even though said defect or injury may not have been due to any act, default or neglect on the Contractor's part. All materials shall be carefully examined by the Contractor for defects just before placing, and any material found defective shall not be placed in the work.

2. REMOVAL OF CONDEMNED MATERIAL - If any material brought upon the site or selected for use in the work shall be condemned by the Project Manager and/or Construction Manager as unsuitable or not in conformity with the Contract Documents, the Contractor shall forthwith remove it from the City. Condemned materials not removed within forty-eight (48) hours after the receipt of notice by the Contractor, may be removed by the City and the cost of said removal shall be deducted from any monies due or to become due to the Contractor under the Contract.

N. SUSPENSION, ABANDONMENT OR DELAY IN THE WORK

1. SUSPENDING WORK - The City may suspend the whole or any part of the work under this Contract, if in its judgment such action is necessary or advisable.

2. ABANDONMENT OR DELAY IN THE WORK - If the work under this Contract shall be abandoned by the Contractor, or if at any time the Project Manager and/or Construction Manager shall determine, that the performance of the Contractor is unnecessarily or unreasonably delayed, or that the Contractor is violating one or more provisions of the Contract, or is executing the same in bad faith, or if the work is not fully completed within the time allowed for it completion, together with such extensions of time as may have been granted, the City, by written notice, may order the Contractor to discontinue all work under the Contract, or any part thereof. Upon receipt of such notice, the Contractor shall discontinue the work, or such part thereof, and the City shall have the right to complete said work and charge the Contractor for same. The City may deduct the entire cost of said work from any monies due or to become due the Contractor under the Contract. For such completion of the work, the City may take possession of and use any or all materials, tools, machinery and appliances found on the site of the work.

   When any part of the Contract is carried out by the City under this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the workmen employed by the City.

O. WAIVER OF CONTRACT AND RIGHT OF RECOVERY

1. WAIVER OF CONTRACT - Neither the acceptance of the whole or any part of the work by the Project Manager and/or Construction Manager or the City or any of its employees, or any order, measurement or certified by he Project Manager and / or Construction Manager, or any order of the City for the payment of money, or any payment by the City for the whole or any part of the work, or any extension of time, or any possession taken by the City or its employees, shall operate as a waiver of any portion of the Contract or of any power therein reserved to the City, or any right to damages therein provided. Nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

2. RIGHT OF RECOVERY - The City shall not be precluded or estopped by any certificate made or given by the City or any of its agents, servants, or employees, under any provision of the Contract, from showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under the Contract, at any time before or after the final completion and acceptance of the work and payment therefore, or from showing at any time

that any such certificate is untrue and/or incorrect or improperly made in any particular, or that the work, or any part thereof, does not in fact conform to the Contract Documents. Notwithstanding any such certificate, or payment made by reason thereof, the City shall not be precluded or be estopped from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the terms of the Contract.

P. USE OF THE PREMISES

The City of College Park will 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.

Prior to substantial completion, the City may use any completed or substantially completed portion of the work. Such use shall not constitute an acceptance of such portions of the work.

Q. PAYMENTS TO THE CONTRACTOR

1. CURRENT ESTIMATES - The Project Manager and/or Construction Manager will prepare, on a monthly basis, his written estimate of the amount of work completed under the Contract. Such estimate may be approximate and shall be subject to correction in later estimates. Current estimates shall not contain any allowance for materials delivered upon the site of the Work but not incorporated therein, and the Contractor shall not be entitled to receive any payment therefore.

   Upon approval by the Project Manager and/or Construction Manager, the City will pay to the Contractor up to ninety percent (90%) of the total amount of the estimate, provided, however, that the City may retain out of any such payments any or all sums it is authorized to retain by the terms of the Contract and/or any applicable law. The City shall be entitled to retain an additional five percent (5%) of the estimate pending receipt from the Contractor of any certificates required by the Project Manager and/or Construction Manager from utilities. Further, payments on current estimates may be withheld at any time if, in the judgment of the Project Manager and/or Construction Manager, the Contractor is not in compliance with the terms of the Contract.

2. MEASUREMENT OF WORK AND MATERIAL - All quantities, work and material to be paid for will be measured and determined by the Project Manager and/or Construction Manager in his sole discretion, according to the specifications, drawings, additional instructions in writing, and detail drawings that may be given to carry out the work required by the Contract Documents. No allowance will be made for any excess above the quantities required by the

specifications, additional instructions in writing, and detail drawings on any part of the Work, except where such excess material has been supplied or work done by order of the Project Manager and/or Construction Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager and/or Construction Manager, only the actual quantities placed will be allowed in the calculations of the total price to the City.

3. EVIDENCE OF PAYMENT - The Contractor shall certify to the City within ten (10) days after the final completion and acceptance of the whole work under the Contract, that all persons, partnerships and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount as may be deemed necessary by the City to pay such claims may be retained by the City out of any money due the Contractor under the Contract until such claims have been fully discharged.

4. FINAL ESTIMATE - When the Project Manager and/or Construction Manager shall deem that the Contractor shall have fully completed the work under the Contract, he shall make a written final estimate based upon actual measurements, of the whole amount of authorized work done by the Contractor and of the value thereof under the terms of the Contract, and shall certify to the City the completion of the work and the amount of the final estimate. All current estimates are subject to correction in the final estimate. The Project Manager's and/or Construction Manager's measurements upon which the final estimate is based, shall be deemed to be, and shall be, final and conclusive.

   Upon approval of the final estimate, the City will notify the Contractor, in writing, of the acceptance of the work and transmit to him a copy of the final estimate. Out of the amount representing the total of the final estimate, the City shall deduct ten (10) percent, which shall be in addition to any and all other amounts which under the Contract it is entitled or required to retain, and shall hold said sum for a period of six (6) months from and after the date of payment of the final estimate. Such part as may be necessary, or all of said retained sum, shall be applied to any expense which may be deemed to have been caused by failure of the Contractor to comply with the terms of the Contract, or to any breach of the Contract on the part of the Contractor. The City shall be empowered to make any required repairs or renewals during said period without notice to the Contractor if it shall judge such action to be necessary, or if after notice, the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon within such period as the Project Manager and/or Construction Manager shall consider necessary or reasonable. Further, the City is entitled to retain five percent (5%) of said sum pending receipt from the Contractor of any certification required by the Project

Manager and / or Construction Manager from utilities. In addition, the City shall retain those sums equal to any outstanding unpaid amounts claimed by any suppliers, sub-contractors, or others for labor or materials contributed to the work.

Within fifteen (15) days after the approval of the final estimate, the City will pay to the Contractor those sums remaining after the deductions as set out herein.

5. FINAL PAYMENT - Upon the expiration of the aforesaid period of six (6) months succeeding the payment of final estimate, the City will pay to the Contractor all sums reserved or retained, less such amounts as it may be entitled under the provisions of the Contract to permanently retain.

R. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

1. TERMINATION OF CITY'S LIABILITY - The acceptance by the Contractor of the final payment shall release the City and every officer, employee and agent thereof, from all claims by the Contractor made for work and/or materials provided under the Contract.

S. LIABILITY INSURANCE

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City and the Maryland Department of Transportation as additional insureds, with the exception of the workers compensation insurance and will provide an additional insured endorsement.

i. Comprehensive General Liability Insurance:
   (1) Personal injury liability insurance with a limit of $2,000,000 each occurrence/aggregate;
   (2) Property damage liability insurance with limits of $2,000,000 each occurrence/aggregate.

   All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance. The City will not be liable for any damages during construction.

ii. Automobile Liability Coverage: Automobile fleet insurance $1,000,000 for each occurrence/ aggregate; property damage - $500,000 for each occurrence/aggregate.)

iii. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide

workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of $500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City and the Maryland Department of Transportation within five (5) business days following the execution of this contract and prior to commencement of any work. The City and Maryland Department of Transportation shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the City and Maryland Department of Transportation a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Any special. hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.

A Certificate of Insurance shall be provided to the City by the Contractor within ten (10) business days after the award of the contract. The Certificate shall demonstrate that the

Contractor has complied with the requirements of this section and be in a form acceptable to the City.

T. MAINTENANCE GUARANTEE

The Contractor shall warrant all of the work performed under this Contract for a maintenance period of one (1) year after the date of conditional acceptance thereof by the City.

In case of the Contractor neglects to make such repairs required during the maintenance period, the Owner's Representative may cause such damage to be repaired and made good at the cost of and expense of the Contractor.

Upon the expiration of the maintenance period, the Project Manager and/or Construction Manager shall make a final inspection of the entire work and upon completion of all repairs or renewals which may appear at that time to be necessary in the judgment of the Project Manager and/or Construction Manager, he shall certify to the City in writing as to the final acceptance of the entire work.

U. RESOLUTION OF CONTRACT QUESTIONS

The Project Manager and/or Construction Manager shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of any or all plans relating to the work and of the specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Project Manager and/or Construction Manager shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract and such decision shall be final and conclusive, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of the wording of the specifications, Contract, the intent of the plans and all directions and explanations requisite or necessary to complete the work, or make definite any of the provisions of the specifications, Contract or plans and to give them due effect, will be interpreted by the Project Manager and/or Construction Manager. The decision of the Project Manager and/or Construction Manager shall be final.

SPECIAL PROVISIONS

A. SCOPE

The scope of work under this Project shall include labor, materials, equipment and services and miscellaneous improvement items related to the site as described and specified in the Contract Documents, necessary for concrete and asphalt work. The scope of work shall include all other work and items incidental to completion of work and shall include all modifications and miscellaneous items as shown on Contract Documents or as directed by the Engineer.

MATERIAL AND METHODS OF CONSTRUCTION

In this section, the items may contain references to the Standard Specifications. When references are made to Standard Specifications, requirements may be given to revise and/or supplement the Standard Specifications, but only to the extent as mentioned herein.

B. GENERAL

All work covered by the Contract shall be performed in accordance with the latest Maryland Department of Transportation, SHA Standard Specification for Construction Materials, and Prince George's County Department of Public Works and Transportation, General Specification and Standards for Highway and Street Construction; and Stormwater Management Standards and Specifications, dated January, 1995, as amended, and Stormwater Management Standard Details for Stormwater Management Construction, dated December, 1990, as amended, both of the Department of Environmental Resources of Prince George's County, hereinafter called "the County Specifications", and said County Specifications are hereby made part of the Contract, except where otherwise stated herein. See item below.

All references made to the State of Maryland or Prince George's County shall be construed to mean the City of College Park. All references made to "Engineer" shall be construed to mean Project Manager and/or Construction Manager and the reverse.

Construction Items

For all Construction items under This Contract the following applies:

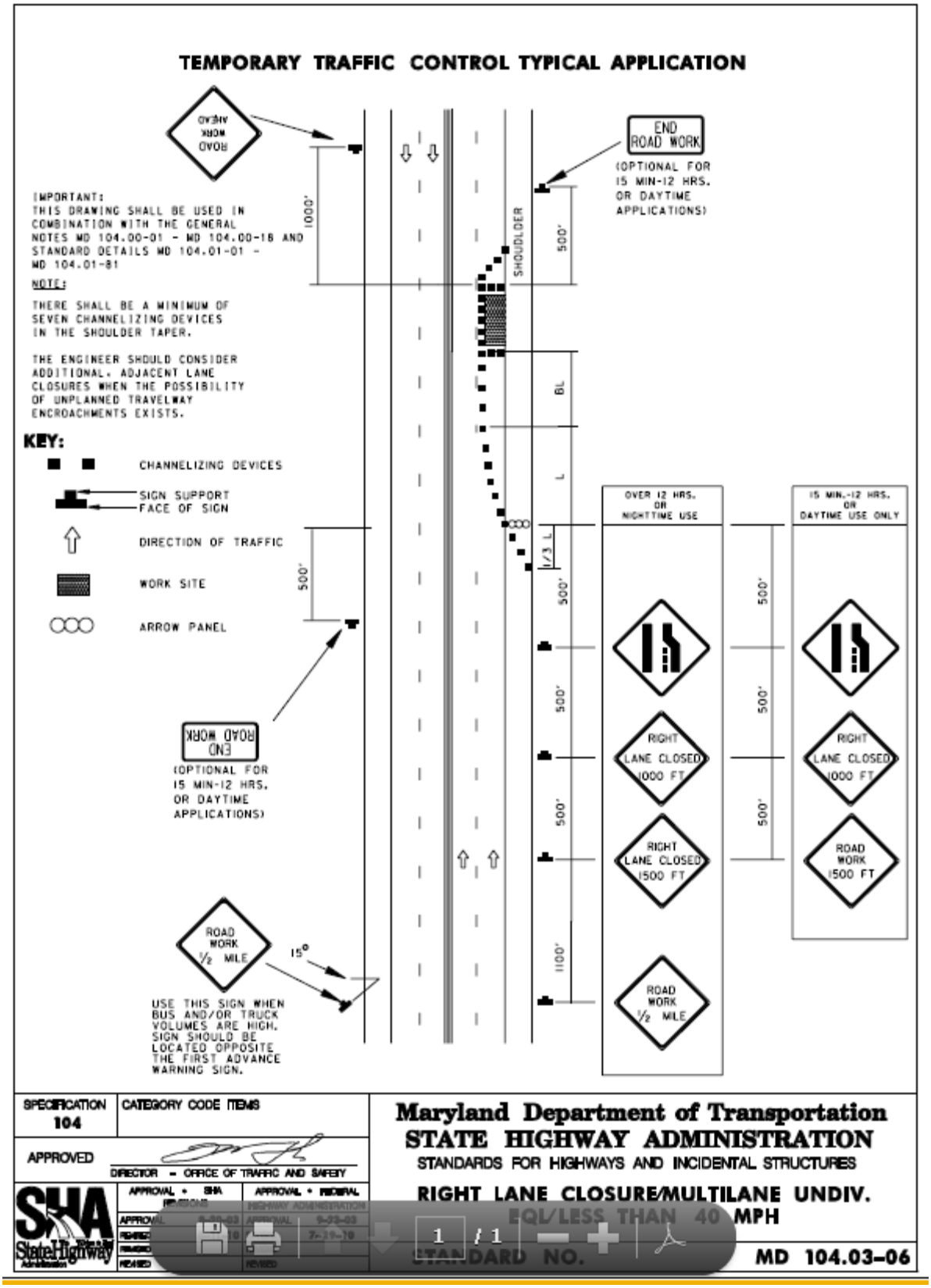
Maintenance of traffic shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to all items.

Item 000 – MSHA Section 104 – Maintenance of Traffic

405.04 MEASURENT AND PAYMENT

INSERT: The following:

Maintenance of traffic shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to all items


TEMPORARY TRAFFIC CONTROL TYPICAL APPLICATION
ROAD WORK AHEAD
END ROAD WORK
(OPTIONAL FOR 15 MIN-12 HRS. OR DAYTIME APPLICATIONS)
IMPORTANT:
THIS DRAWING SHALL BE USED IN COMBINATION WITH THE GENERAL NOTES MD 104.00-01 - MD 104.00-18 AND STANDARD DETAILS MD 104.01-01 - MD 104.01-81
NOTE:
THERE SHALL BE A MINIMUM OF SEVEN CHANNELIZING DEVICES IN THE SHOULDER TAPER.
THE ENGINEER SHOULD CONSIDER ADDITIONAL, ADJACENT LANE CLOSURES WHEN THE POSSIBILITY OF UNPLANNED TRAVELWAY ENCROACHMENTS EXISTS.
KEY:
CHANNELIZING DEVICES
SIGN SUPPORT
FACE OF SIGN
DIRECTION OF TRAFFIC
WORK SITE
ARROW PANEL
1000'
500'
SHOULDER
500'
BL
L
1/3 L
500'
500'
500'
1100'
END ROAD WORK
(OPTIONAL FOR 15 MIN-12 HRS. OR DAYTIME APPLICATIONS)
ROAD WORK 1/2 MILE
15°
USE THIS SIGN WHEN BUS AND/OR TRUCK VOLUMES ARE HIGH. SIGN SHOULD BE LOCATED OPPOSITE THE FIRST ADVANCE WARNING SIGN.
OVER 12 HRS. OR NIGHTTIME USE
RIGHT LANE CLOSED 1000 FT
RIGHT LANE CLOSED 1500 FT
ROAD WORK 1/2 MILE
15 MIN.-12 HRS. OR DAYTIME USE ONLY
RIGHT LANE CLOSED 1000 FT
ROAD WORK 1500 FT
500'
500'
500'
SPECIFICATION 104
CATEGORY CODE ITEMS
APPROVED
DIRECTOR - OFFICE OF TRAFFIC AND SAFETY
APPROVAL - SHA
APPROVAL - FEDERAL
Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES
RIGHT LANE CLOSURE/MULTILANE UNDIV.
EQL/LESS THAN 40 MPH
STANDARD NO.
MD 104.03-06

Item 100 – MSHA Section 405 – Removal of Existing Structures

405.03 Construction.

INSERT: The following:

405.03.04 Removal of Existing Noise Barrier. Remove the existing noise barrier (including caissons) to a minimum depth of 3-ft below the existing ground line or limits necessary to avoid conflict with proposed construction.

Adjusting existing buried streetlight wires shall be incidental to this item.

405.04 MEASURENT AND PAYMENT.

INSERT: The following:

405.04.04 Removal of the Existing Noise Barrier will not be measured but will be paid for at the Contract lump sum price for the pertinent Removal of Existing Noise Barrier item.

Item 101 - MSHA Section 605 – METAL TRAFFIC BARRIERS

Maryland Department of Transportation
State Highway Administration

SPECIAL PROVISIONS INSERT CONTRACT NO. IFB_ContractNo
605 — METAL TRAFFIC BARRIERS 12-03-14

CATEGORY 600
SHOULDERS

SECTION 605 — METAL TRAFFIC BARRIERS

530 **605.02 MATERIALS.**

DELETE: MATERIALS in its entirety.

INSERT: The following.

MATERIALS. Refer to 701.02, 705.02, 708.02, 709.02, and the following:

Crusher Run Aggregate CR-6	901.01
Brown Polyester Coating	465.03.02 (b)
W Beam/Thrie Beam	918.01
Metal Posts	918.02
Traffic Barrier Hardware	918.03
Timber Posts	918.04
Wood Offset Blocks	918.04
Wire Rope	918.05
Salvaged Topsoil	920.01.01
Furnished Topsoil	920.01.02
Salvaged Topsoil	920.01.03
Furnished Topsoil	920.01.04
Asphalt Millings or Grindings	Size of individual particles shall be less than 2 in. as determined visually
Rub Rail	A 36, Galvanized, A 123
Thrie Beam	M 180, Class A, Type 2
Reflective Delineators	As approved by the Office of Traffic and Safety
Recycled Composite Material Offset Blocks	As specified by the manufacturer

605.03 CONSTRUCTION.

605.03.04 Brown Polyester Coated Traffic Barrier W Beam Using 6 Foot Post or 8 Foot Post.

531 **ADD:** The following before the first sentence of the first paragraph, "Ensure that all...unloading, and installation."

Apply polyester powder as specified in 465.03.02(b).

605.03.06 Remove and Reset Existing Traffic Barrier.

532 **ADD:** The following before the first sentence.

Replace severely corroded or damaged individual w-beam panels as directed.

ADD: The following after the first paragraph.

After replacing w-beam panels, backfill disturbed areas with topsoil per Section 701, or crusher run aggregate CR-6, or asphalt millings or grindings, to restore grades in designated areas as specified or as directed.

In areas where more than 8 in. depth of topsoil is required, place subsoil per Section 701 and place 2 in. or 4 in. topsoil over the subsoil as specified or as directed. Immediately after placing topsoil, either perform Turfgrass Sod Establishment per Section 708, or perform Turfgrass Establishment and install Type A or Type E Soil Stabilization Matting per Section 709 over the seeded areas.

ADD: The following after 605.03.08 End Treatments.

605.03.09 Remove and Dispose of Existing Traffic Barrier. Assume all responsibility and make every effort to recycle or stockpile for noncontract use, all existing metal components of traffic barrier. Written certification (including date, time, materials, measurement and other pertinent information) shall be submitted to the Administration upon completion and upon request. Certification of material recycled or stockpiled shall be required prior to payment for this item or as otherwise directed. All cost associated with these activities are incidental to the item.

605.03.10 Removal and Disposal of Traffic Barrier W-Beam. After removal and disposal of traffic barrier, backfill disturbed areas with topsoil per Section 701, or crusher run aggregate CR-6, or asphalt millings or grindings, to restore grades in designated areas as specified or as directed.

In areas where more than 8 in. depth of topsoil is required, place subsoil per Section 701 and place 2 in. or 4 in. topsoil over the subsoil as specified or as directed. Immediately after placing topsoil, either perform Turfgrass Sod Establishment per Section 708, or perform Turfgrass Establishment per Section 705 and install Type A or Type E Soil Stabilization Matting per Section 709 over the seeded areas.

532 **605.04 MEASUREMENT AND PAYMENT.**

DELETE: 605.04.05 in its entirety.

INSERT: The following.

605.04.05 Removal and Disposal of Existing Traffic Barriers and any end treatments will be measured and paid for at the Contract unit price per linear foot. A written certification as specified in 605.03.09 will be required.

Landscaping construction and materials, as specified in Sections 701, 705, 708, and 709 will not be measured but the cost will be incidental to the item.

605.04.06

ADD: The following after the last sentence.

Landscaping construction and materials, as specified in Sections 701, 705, 708, and 709 will not be measured but the cost will be incidental to the item.

605.04.07

ADD: The following after the last sentence.

Landscaping construction and materials, as specified in Sections 701, 705, 708, and 709 will not be measured but the cost will be incidental to the item.

Item(s) 102 – 103 MSHA Section 606 – PERMANENT TRAFFIC BARRIER END TREATMENTS

Maryland Department of Transportation
State Highway Administration

SPECIAL PROVISIONS INSERT CONTRACT NO. IFB_ContractNo
606 — PERMANENT TRAFFIC BARRIER END TREATMENTS 12-03-14

CATEGORY 600
SHOULDERS

SECTION 606 — PERMANENT TRAFFIC BARRIER END TREATMENTS

533 **DELETE: SECTION 606 — PERMANENT TRAFFIC BARRIER END TREATMENTS** in its entirety.

INSERT: The following.

SECTION 606 — PERMANENT TRAFFIC BARRIER END TREATMENTS

606.01 DESCRIPTION. Furnish, and install permanent traffic barrier end treatments.

606.02 MATERIALS. Refer to 605.02, 701.02, 705.02, 708.02, 709.02 and the following:

End Treatments and Spare Parts Packages	As specified by the manufacturer
Antifreeze Agent	As approved
Reflectorization	950.03
Plastic Barrels (Yellow)	QPL
Crusher Run Aggregate CR-6	901.01
Sand	901.01

Concrete Mix 2 and 6	902.10
Salvaged Topsoil 920.01.01	
Furnished Topsoil 920.01.02	
Asphalt Millings or Grindings	Size of individual particles shall be less than 2 in. as determined visually

606.03 CONSTRUCTION.

606.03.01 End Treatments.

(a) Type A System. Bury the ends of the traffic barrier, the end anchorage terminal, and the rub rail when required, in a cut slope. Excavate the slope to install these components. Upon installation, backfill the area with topsoil installed per Section 701 to match the adjacent slope, perform Turfgrass Sod Establishment per Section 708, or perform Turfgrass Establishment per Section 705 and immediately cover with Type A or Type E Soil Stabilization Matting per Section 709 as specified or as directed.

For single rail systems, use 6 ft posts throughout the entire end treatment. For double rail systems, use 8 ft posts, except for the last three posts buried in the cut slope.

Construct the end anchorage terminal using either option 1 or 2 from the Book of Standards.

Install traffic barrier W beam as specified in 605.03.

(b) Type B System. Install according to the manufacturer's recommendations.

(c) Type C, D, E, ~~and~~ F, G, H, J, K, and L. Install these systems in a straight line, unless otherwise specified by the manufacturer and approved by the Engineer. Refer to the manufacturer's recommendations for installation methods and procedures.

(d) Nose Section. Reflectorize as approved by the Office of Traffic and Safety.

(e) Finish Coat. Traffic barrier end treatments shall have the same finish coat as the W beam traffic barrier to which they are attached. Refer to Section 605. If end treatments are designated to be powder coated, coater shall contact the manufacturer of the end treatment for recommendations as to areas that can be coated without having an effect on the NCHRP or MASH crash rating.

(f) Permanent Crash Cushion Sand Filled Plastic Barrels (SFPB). Provide the components and assemble, place in the required configuration, and fill each barrel according to the manufacturer's recommendations or as specified in the Contract

Documents. Ensure that each SFPB is watertight and separated from other SFPB by a distance of 3 in. Place the last row of SFPB 12 in. from the shielded object.

Reflectorize the first barrel of the SFPB configuration as specified. Mix approved antifreeze agent into loose, dry sand according to the manufacturer's recommendations, and install sand mixture in barrels.

606.03.02 Surface Adjustment. When surface adjustment is required for installation of Type B, C, D, E, F**,** G, H, J, K, and L end treatments, use topsoil for the surface adjustment, or crusher run aggregate CR-6, or asphalt millings or grindings, as follows.

(a) Topsoil. Complete the surface adjustments with topsoil installed per Section 701. Immediately after placing topsoil, perform Turfgrass Sod Establishment per Section 708, or perform Turfgrass Establishment per Section 705 and immediately install Type A or Type E Soil Stabilization Matting per Section 709, by the end of the day as specified or as directed prior to opening to traffic.

(b) CR-6 Aggregate or Asphalt Millings and Grindings. Complete the surface adjustment with crusher run aggregate CR-6, or ~~a~~sphalt millings or grindings, in designated areas as specified or as directed within 24 hours.

606.03.03 Transitions to Existing Structures. When transitions to existing structures or traffic barriers are required, perform the work as recommended by the manufacturer.

606.04 MEASUREMENT AND PAYMENT. The payment will be full compensation for all excavation, removal of the existing end treatment to be replaced, fabrication of all component parts, transitions to barriers, reflectorization, backfill, compaction, topsoil, restoration of turfgrass or paved areas, CR-6 crusher run aggregate, asphalt millings or grindings, and for all material, labor, equipment, tools, disposal fees and incidentals necessary to complete the work.

606.04.01 Type A End Anchorage Terminal Either Option will be measured and paid for at the Contract unit price per each.

606.04.02 Type B C, D, E, F, G, H, J, K, and L Traffic Barrier End Treatments will be measured and paid for at the Contract unit price per each.

606.04.03 Placing Salvaged Topsoil for Grading Adjustment, or Placing Furnished Topsoil for Grading Adjustment, for Types B, C, D, E, F**,** G, H, J, K, and L end treatments, will be measured and paid for at the Contract unit price per square yard, or as specified. The payment will also include full compensation for furnishing, adjusting, and compacting embankment or aggregate material.

606.04.04 Turfgrass Sod Establishment or Turfgrass Establishment will be measured and paid for at the Contract unit price per square yard.

606.04.05 Type A Soil Stabilization Matting or Type E Soil Stabilization Matting will be measured and paid for at the Contract unit price per square yard.

606.04.06 Surface adjustment for types B, C, D, E, F, G, H, J, K, and L end treatments using CR-6 crusher run aggregate, or asphalt millings or grindings, will be measured and paid for at the Contract unit price per square yard, or per ton, or as specified. The payment will also include full compensation for furnishing, adjusting, and compacting embankment or aggregate material.

606.04.07 Permanent Crash Cushion Sand Filled Plastic Barrels will be measured and paid for at the Contract unit price per barrel. The payment will also include full compensation for furnishing and placing sand and antifreeze agent.

606.04.08 Repairs.

(a) Traffic Barrier End Treatment Spare Parts Package furnished and installed will be measured and paid for at the Contract unit price per each for the type specified. The payment will also include full compensation for the clearing and removal of debris and damaged unsalvageable parts, and for restoring damaged topsoil, turfgrass or aggregate.

(b) When spare parts packages are furnished by the Administration, Repairing Traffic Barrier End Treatments will be measured and paid for at the Contract unit price per each for the type specified. The payment will also include full compensation for all transportation, reconnection to fixed objects where necessary, and clearing and removal of debris and damaged unsalvageable parts, and for restoring damaged topsoil, turfgrass or aggregate.

(c) Payment will not be made for spare parts packages used for end treatments damaged due to the Contractor's operations.

606.04.09 The application of fusion bonded brown polyester coating, as well as all special handling, will not be measured but the cost will be incidental to the item to which the coating is applied.

Item 104 – EXCAVATION AND GRADING

CATEGORY 200
EXCAVATION AND GRADING

DESCRIPTION: The work included for Excavation and Grading shall include all work required to excavate for proposed trail and amenities, including removal of existing trail, sidewalk, and curb, and adjust site area to proposed grade. The work shall be performed in accordance with SHA standard specifications, except as modified by the special provisions.

MEASUREMENT AND PAYMENT: Excavation and Grading shall be paid for at the lump sum price bid for Excavation and Grading. The price shall include all earthwork required to adjust the site area to proposed grade, removal of all existing asphalt, sidewalk, curb and gutter, and all materials, labor, equipment, tools, and incidentals necessary to complete the work as specified in these contract documents.

Item 105 - MSHA Section 501 – AGGREGATED BASE COURSES -4-inch Graded Aggregate for Base Course

Item 106 - MSHA 504 –HOT MIX ASPHALT PAVEMENT -4" Hot Mix Asphalt 9.5 mm PG64-22, low ESAL's

Maryland Department of Transportation
State Highway Administration

SPECIAL PROVISIONS INSERT CONTRACT NO. IFB_ContractNo
504 — ASPHALT PAVEMENT 12-03-14

CATEGORY 500
PAVING

SECTION 504 — HOT MIX ASPHALT PAVEMENT

466 **DELETE:** SECTION 504 — HOT MIX ASPHALT PAVEMENT in its entirety.

INSERT: The following.

SECTION 504 — ASPHALT PAVEMENT

504.01 DESCRIPTION. Construct Asphalt Pavement.

504.02 MATERIALS.

Performance Graded Asphalt Binders	904.02
Tack Coat	904.03
Asphalt Mixes	904.04
Crack Filler	911.01
Production Plants	915

504.03 CONSTRUCTION.

Quality Control Plan. Submit a Plant Quality Control Plan and a Field Quality Control Plan (QCP) at least 30 days prior to placement of any asphalt pavement. Submit the Plant QCP to the Office of Materials Technology (OMT) for approval. Submit the Field QCP to the District Engineer for approval. The Plans shall contain a statistically based procedure of random sampling and show methods proposed to control the equipment, materials, production, and paving operations. Discuss the QCP requirements in the pre-construction, pre-pave and progress meetings.

The Plant and Field QCP shall contain:

(a) Name and location of asphalt production plants,

(b) Laboratory and field personnel qualifications,

(c) Inspection and record keeping methods, and

(d) Minimum frequencies of sampling and testing.

Use the Quality Control Plant Template (www.roads.maryland.gov) to address all requirements necessary for plant quality control and plant approval.

Corrective actions will be taken for unsatisfactory construction practices and deviations from the Contract Documents.

Plan Administrator and Certified Technicians. The QCPs shall designate a Plan Administrator who shall have full authority to institute any action necessary for the successful implementation of the Plan. The Plan Administrator may supervise the QCP on more than one project if that person can contact the job site within one hour after being notified.

The QCP shall also designate a Certified Asphalt Plant Technician – Level 2, a Certified Asphalt Field Technician, a Certified Inertial Profiler Operator, a Certified Asphalt Plant Technician – Level 1, or Trainee Technicians per the Mid-Atlantic Region Technician Certification Program (MARTCP) and the Maryland Technician Certification Program.

A Certified Plant Technician shall be present at the plant during asphalt production and shipment unless otherwise approved in the Plant QCP. The technician shall perform quality control sampling, testing and documentation as specified.

A Certified Field Technician shall be present at the job site unless otherwise approved in the Field QCP. The technician shall be responsible for the required field quality control sampling and testing. Deviations from the QCP shall be cause for immediate suspension of production and paving operations.

The Certified Technicians shall perform sampling for quality control, quality assurance, acceptance, split sampling, and verification. Submit quality control test results to the Engineer.

MARTCP-Certified Technicians found deficient in their duties will have their certification(s) rescinded, as determined. Replace the deficient technician with a certified technician before resuming production and paving operations.

Records. Maintain complete records of sampling, testing, corrective actions and quality control inspection results. Provide copies of the reports upon request.

Maintain linear control charts or use other types of control charts (such as standard deviation or range), as approved. Control charts may be maintained by production, by mix, or by mix per project. Maintain the control charts in the quality control laboratory per the QCP. The control charts shall identify the mix design number, each test result, and the upper and lower limits specified for each test. Retain all original Quality Control worksheets for five years.

Quality Assurance (QA). The Administration will perform independent QA sampling, testing and inspections. QA consists of the following:

(a) Periodically observe the performance of Quality Control (QC) or QA testing,

(b) Monitoring control charts,

(c) Directing the sampling of mixes behind the paver prior to compaction,

(d) Directing the sampling of mixes at the plant site,

(e) Directing the sampling of cores taken from the compacted pavement,

(f) Monitoring conformance with the approved QCP(s), and

(g) Quality control sampling and testing procedures and quality control sampling and testing equipment will be evaluated per the Independent Assurance (IA) program.

504.03.01 Equipment. All production and paving equipment will subject to approval. Ensure the plant is ready for inspection per 915.01.02.

Hauling Units. Refer to 915.02(f).

Pavers. Pavers shall be equipped with a means of preventing the segregation of the coarse aggregate particles when moving the mix to the paver augers. The means and methods used may consist of chain curtains, deflector plates, or other such devices, or any combination of these per

the manufacturer's recommendations. Demonstrate that modifications to the paving equipment have been implemented on all pavers prior to use on the project.

Use a self-contained, self-propelled unit for mainline paving. Inspection and approval will be based upon the manufacturer's recommendations. The paver shall:

(a) Produce a finished surface of the required smoothness and texture without tearing, shoving, or gouging the mix.

(b) Be operated in a manner which delivers a homogeneous mix the full width of the pavement.

(c) Have automatic controls capable of maintaining the grade and transverse slope within the required tolerances set forth in the contract documents.

(d) Use auger extensions to maintain a distance no greater than 18 in. from the end of the auger to the end gate when screed extensions are used.

Provide reference lines or other approved markings to control the horizontal alignment.

Manual operation will be permitted to make grade changes for constructing irregularly shaped and minor areas.

The equipment may be operated manually for the remainder of the workday if a malfunction of any automatic control occurs, as directed.

Rollers. Rollers shall be self-propelled, reversible, and steel wheeled or pneumatic tired. Inspect all rollers and present them for approval before use. Rollers shall be operated:

(a) In conformance with the manufacturer's recommendations.

(b) In a manner that does not damage the pavement.

(c) In a manner that delivers the optimal combination of density and ride requirements.

(d) In a manner that protects bridge decks. Do not use rollers in vibratory mode when paving bridge decks.

504.03.02 Weather Restrictions. Place mixes used as the final surface when the ambient air and surface temperatures are at least 40 F. Ensure that surfaces to be paved are clean and dry before paving, as approved.

(a) Place mixes used as intermediate and base layers when the ambient air and surface temperatures are at least 32 F.

(b) Place polymer-modified surface mixes when the ambient air and surface temperatures are at least 50 F.

(c) When it begins raining while the work is underway, material en route from the plant may be used at risk.

(d) The Administration reserves the right to perform any testing necessary to ensure the quality of the pavement.

(e) All additional testing and associated costs, including maintenance of traffic, will be at no cost.

If material placement is halted due to weather conditions, waste all material en route at no additional cost.

Do not place asphalt on a frozen graded aggregate base.

504.03.03 Foundation Preparation. Construct the foundation as specified prior to paving. Remove all excess crack filler and patch material before paving over existing pavement. All spalls and potholes shall be cleaned, tack coated, filled with asphalt, and tamped before paving. Adjust to grade manholes, valve boxes, inlets, and other construction appurtenances within the area to be paved as directed.

504.03.04 Tack Coat. Ensure the surface is dry and clear of all loose and foreign materials prior to application. Apply the tack coat uniformly across the surface using an application rate of 0.01 to 0.05 gal/yd^2 as directed.

504.03.05 Non-Tracking Tack Coat (NTTC). The Manufacturer shall supply a QCP for the NTTC detailing the handling and application procedures per PP71-11, and test results from an independent, accredited laboratory for shear and tensile strength.

(a) Sample the NTTC as directed and submit to OMT's Asphalt Technology Division. All samples will be tested against the manufacturer's specifications. Material out of compliance will not be accepted for use.

(b) Use equipment to heat and apply the NTTC at an application temperature range that conforms to the manufacturer's recommendations. Apply the NTTC in accordance with 504.03.02 and as directed.

(c) Apply the NTTC uniformly with a pressure distributor. Use hand spraying equipment only in areas inaccessible to the pressure distributor. Apply the NTTC using an application rate of 0.05 to 0.10 gal/yd^2 and do not dilute with water. The quantity, rate of application, temperature, and areas to be tacked shall be approved prior to application.

(d) Do not clean or discharge the tack coat distributor into ditches, onto shoulders or along the right of way. Park the distributor so the spray bar will not drip NTTC onto the surface of the traveled pavement.

(e) Exclude all traffic from sections treated with NTTC until the tack has cured and will no longer track onto adjacent non-treated areas. Adjacent pavement surfaces shall show minimal visible evidence and pavement markings shall show no visible evidence of tracking.

504.03.06 Asphalt Placement. Delivery and placement of the asphalt should be continuous. Place the asphalt while the temperature is at least 225 F, or as specified in the Field QCP. Place the asphalt with a paver used that conforms to 504.03.01. Do not broadcast loose mix over the new surface.

504.03.07 Compaction. Roll the asphalt immediately after placement and compact to the proper in-place density and ride smoothness. Incentive or disincentive price adjustment for density will be as specified in 504.04.02. Use steel wheel rollers for the first rolling of all joints and edges, the initial breakdown rolling, and the finish rolling. Use a power driven trench roller when base widening is too narrow to permit the use of conventional rollers.

Construct an earth berm or shoulder against the loose asphalt as soon as it is placed. The trench must be excavated wider than the proposed width. Roll and compact the two materials simultaneously.

No traffic is permitted on the pavement after rolling until it has cooled to less than 140 F. Roller marks shall not be visible after rolling operations.

504.03.08 Joints. Construct joints as directed and as follows:

(a) Stagger longitudinal and transverse joints in successive courses so that one is not directly above the other.

(b) Stagger transverse joints by the length of the paver.

(c) Stagger longitudinal joints at least 6 in. and arrange so that the longitudinal joint in the top course is within 6 in. of the line dividing the traffic lanes.

(d) Construct joints in a manner that provides a continuous bond between the old and new surfaces.

(e) Overlap the existing pavement 1 to 1.5 in. when constructing longitudinal joints adjacent to existing asphalt pavements.

(f) The initial longitudinal roller pass shall be on the uncompacted hot mat and 6 in. to 1 ft from the joint. The successive roller pass shall compact the overlapped material and the 6 in. to 1 ft material simultaneously.

(g) Apply tack coat to joints as directed. Cut back the edge of the existing pavement for its full depth at transverse joints when placing a surface course, and apply tack coat material as directed.

(h) Apply tack coat to all contact surfaces before placing the mix against curbs, gutters, headers, manholes, etc.

504.03.09 Edge Drop-off. When paving highways carrying traffic:

(a) Match all compacted pavement courses exceeding 2-1/2 in. in depth with the abutting lane or shoulder on the same working day.

(b) For compacted pavement courses of 2-1/2 in. or less are placed, use the option of paving the abutting lane or shoulder on alternate days.

(c) Pave all abutting lanes or shoulders prior to weekends and temporary shutdowns.

(d) Place advance warning traffic control devices per Section 104 where uneven pavement joints.

504.03.10 Tie-In. When paving highways carrying traffic:

(a) Construct a temporary tie-in at least 4 ft in length for each 1 in. of pavement depth when the posted speed ≤ 40 mph.

(b) Construct a temporary tie-in at least 10 ft in length for each 1 in. of pavement depth when the posted speed >40 mph.

(c) Construct temporary tie-ins before traffic is allowed to cross the transverse joint.

(d) Construct temporary tie-ins 10 ft or greater using a paver meeting 504.03.01.

(e) Remove a transverse portion of the existing pavement at the final tie-in point to maintain the design thickness of the final surface course.

(f) Construct the final tie-in to a length equal to the posted speed per 1 in. depth of the design thickness of the final course, with a length of at least 25 ft per 1 in. depth and a maximum length of 50 ft per 1 in. depth.

504.03.11 Mix Sampling and Testing. Mix sampling and testing for Quality Control (QC) is the responsibility of the Producer or Contractor. Identify the QC sampling locations in the Field QC Plan (plant or project site). Perform Quality Assurance (QA) sampling as directed and witnessed by the Administration. Obtain QA samples from behind the paver prior to compaction. The Administration will perform all QA testing.

(a) QC Sampling at the Plant. Refer to MSMT 457. The Engineer will retain all random sampling documentation. The producer shall sample the mix at the plant. The sample shall be obtained or witnessed by the certified technician. QC plant mix sample results shall not be used in the pay factor calculation. Submit the results to the Administration and identify as Plant samples.

(b) QC Sampling at the Project Site. Refer to MSMT 457. QC and QA samples shall not be split samples. The certified technician shall sample the mix at the project site. Sampling will be witnessed by the Administration.

(1) A mix lot constitutes all sublots of a mix created during the production of required tonnage for a lot.

(2) A mix sublot size should not exceed 1 000 tons.

(3) A sublot size up to 200 tons can be combined with the previous 1 000 ton sublot placed on the same day.

(4) A new lot number for a mix will be given when there is a change in the approved job mix formula.

(5) QC project site mix sample results may be used in the pay factor calculation.

(c) QA Sampling at the Project Site. Refer to MSMT 457. Sample mixes at the project site as specified.

(1) Obtain the samples from behind the paver prior to compaction. Documentation of random sampling shall be retained by the Engineer.

(2) The Contractor's Certified Technician shall sample the mix at the project site as witnessed by the Administration.

(3) The Administration will take possession of the QA samples and deliver to the Laboratory for testing.

(4) A mix sublot size should not exceed 1 000 tons. A sublot size up to 200 tons can be combined with the previous 1 000 ton sublot placed on the same day. A mix lot constitutes all sublots of a mix created during the production of required tonnage for a lot. A new lot number for a mix will be given when there is a change in the approved job mix formula.

(d) Mix Acceptance Determination. Obtain at least three behind the paver mix samples per acceptance lot for mix acceptance determination. An acceptance lot size is approximately equal to 6 000 tons of mix per project. A mix acceptance lot ends on the day when 6 000 tons is reached.

(1) QC and QA results from behind the paver will be compared based on the F test and t test methods per MSMT 733 for each pay factor property.

(2) When F test and t test method results indicate a QC and QA pay factor property is not from different populations, QC and QA results will be combined to calculate the mix pay factor property per MSMT 735 and 504.04.02.

(3) When F test and t test method indicate a QC and QA pay factor property is from different populations, the pay factor property will be determined using QA results only.

(4) The Administration will determine the acceptance evaluation procedure when less than three QA samples are obtained for an acceptance lot. The results will be made available within five working days.

504.03.12 Sampling and Testing for Density Determination. Refer to MSMT 457. Random core sampling locations will be selected for each sublot as specified. Sample the QC and QA cores in the presence of the Engineer. Cut four or six inch cores for mixes smaller than 25 mm and 6 in. cores for mixes 25 mm and larger.

A density lot is defined as a day's paving per mix. A sublot shall not exceed 500 tons. A paving day shall begin with a new lot and sublots. The Engineer shall witness the random location coring. At the end of the day's paving, the Engineer will designate one randomly selected core sublot set for QC and one for QA. The Engineer will note specific reasons for any density waivers and submit the proper forms to the Administration.

(a) Quality Control for Density. The density of the core samples will be expressed as a percentage of the maximum specific gravity of the mixture for each lot's placement. The maximum specific gravity will be determined in accordance with T 209 and the core's percent density will be expressed to the nearest 0.1 percent.

If more than one mix sample is obtained per day's placement, an average of all maximum specific gravity tests for the day will be used for the determination of percent density of each core sample. The QC Laboratory will make results of individual days paving available to the Engineer and the Contractor no later than the next working day. Retain core samples until notified of the results of the F and T test.

(b) Quality Assurance for Density. The Engineer will take possession of the core samples and deliver the cores to the Administration's Laboratory for testing. The density of the core samples will be expressed as a percentage of the maximum specific gravity of the mixture for each lot's placement. The maximum specific gravity will be determined in accordance with T 209 and the core's percent density will be expressed to the nearest 0.1 percent.

(c) If more than one mix sample is obtained per day's placement, an average of all maximum specific gravity tests for the day will be used for the determination of percent density of each core sample. The Laboratory will make results of individual days paving available to the Engineer and the asphalt Producer within five working days.

(d) Acceptance. Each asphalt density lot will be evaluated for compliance using the Engineer's quality assurance **te**st data and the Contractor's QC data. The QC and QA core specific gravity data will be analyzed in conformance with MSMT 733 (F test and t test method).

(1) If test results are determined to be from the same population, QC and QA sublot results will be averaged to calculate the density pay factor in accordance with 504.04.02.

(2) If results are determined not to be from the same population, the pay factor will be calculated using QA sublot results only. The average QC maximum specific gravity test results and the average project site behind the paver QA maximum specific gravity test results shall be compared.

(3) If QC results and QA results compare within 0.026, the average of the combined QC and QA results shall be used to calculate each core density. If they do not compare within 0.026, QA maximum specific gravity results shall be used to determine each core density.

(4) Pay reduction or incentive for the pavement compaction lot will be calculated in conformance with 504.04.02. Statistical outliers will be determined per MSMT 734.

(5) An asphalt density lot size shall equal one paving day's production per mix. A lot shall be divided into a minimum of five equal sublots. A sublot shall not be greater than 500 tons. When a paving day's production per mix is greater than 2 500 tons, then each sublot size shall be 500 tons or fraction thereof.

Acceptance on projects requiring less than 500 tons of asphalt or when asphalt is used in non-traffic areas or on bridge decks will be determined with a thin layer density gauge used per the manufacturer's recommendations.

504.03.13 Thin Lifts and Wedge/Level Courses. If an asphalt course is determined to be a thin lift in accordance with the "Thin Lift Mix Design Identification Table" in 904.04.03, construct a 400 to 500 ft control strip on the first day of paving to determine optimum pavement density.

(a) Use a thin-lift nuclear or non-nuclear asphalt density gauge in accordance with the manufacturer's recommendations to take readings from the control strip in five random locations to determine roller patterns and the number of passes needed to obtain optimum density. Optimum density is defined as when the average density does not change by more than 1.0 percent between successive roller passes and the percent density is between 90.0 and 97.0.

(b) Core the five random gauge reading locations to verify the gauge calibration and to determine the percent pavement density. The cores will be tested by the contractor's QC laboratory and results will be verified by the Office of Materials Technology. The QC/QA cores will be saved by the contractor and made available to the Administration for retesting ten days past after the paving date or as directed.

(c) On the first day of paving, the target optimum density will be determined using the density gauge readings from the control strip; verified by the core results. The lot average density from the five control strip cores will be used as the target optimum density.

(d) Take a minimum of ten QC/QA gauge readings daily from random locations per day's paving per mix or two per 500 tons of paving per mix; whichever yields the higher frequency of locations. A density lot is defined as a day's paving per mix. A sublot shall not exceed 500 tons. A paving day shall begin with a new lot and sublots.

(e) Any lot average 2.0 percent or more below optimum and below 92 percent shall require a new control strip to be constructed, tested and approved before paving continues.

(f) Take 2 QA cores daily when production is in excess of 500 tons per location, or when successive days of less than 500 tons production totals 1 000 tons or greater. If the average of the two density gauge readings and the average of the two respective QA core densities are within 3.0 lb/ft^3, the Administration will accept all the daily density gauge readings. If they do not compare within 3.0 lb/ft^3, construct a new control strip and recalibrate the density gauge.

(g) Wedge/Level courses placed at variable thicknesses and any area greater than 3/4 in. shall be tested and accepted in accordance with this Thin Lift specification. Incentives are not applicable for Thin Lift or Wedge/Level courses.

504.03.14 Control Strip. When mixes are not determined to be Thin Lifts per 504.03.12, use the option of constructing a control strip for guidance in determining roller patterns. Construct the control strip on the first workday in which asphalt is placed between 400 and 500 ft in length. Remove any control strip, if necessary and as determined at no additional cost.
The construction a control strip may be required at any time during placement of asphalt based on the evaluation of compaction results, as determined.

504.03.15 Pavement Surface Checks. Ensure an approved 10 ft straightedge is available at all times. The surface of each pavement course shall be true to the established line and grade after final compaction of each course. The surface shall also be sufficiently smooth so that the surface does not deviate more than 1/8 in. when the straightedge is placed parallel to the centerline. The transverse slope of the finished surface of each course shall not deviate more than 3/16 in. when the straightedge is placed perpendicular to the centerline.

Check transverse joints using the straightedge immediately after the initial rolling. When the surface of each course varies more than 1/8 in. from true, make immediate corrections so the finished joint surface is within tolerance.

Areas that are tested and reported in accordance with the Pavement Surface Profile Specification are not applicable to 504.03.14.

504.03.16 Curbs, Gutters, Etc. Construct permanent curbs, gutters, edges, and other supports as shown and as specified, then backfill prior to placing the asphalt.

504.03.17 Shoulders. Construct shoulders as specified. Shoulders abutting the asphalt surface course of any two-lane pavement being used by traffic shall be completed as soon as possible after placement of the surface course on that lane.

504.03.18 Pavement Profile. Refer to Section 535.

504.04 MEASUREMENT AND PAYMENT. Asphalt pavement will be measured and paid for at the Contract unit price per ton. The payment will be full compensation for furnishing, hauling, placing all materials including anti-stripping additive, tack coat, control strip, pot hole and spall repairs, setting of lines and grades where specified, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Temporary Tie-Ins. Placement and removal of the temporary tie-in where asphalt is being applied to the traveled way carrying traffic will not be measured but the cost will be incidental to the pertinent asphalt item.

Removal of the existing pavement or structure for the final tie-in will be measured and paid for at the Contract unit price for the pertinent items used. The asphalt for the final tie-in will be measured and paid for at the Contract unit price for the pertinent Asphalt item.

Adjustments. Adjustment of existing visible manholes, valve boxes, inlets, or other structures will not be measured but the cost will be incidental to the asphalt item. Adjustment of existing manholes, valve boxes, inlets, or other structures that are encountered below the existing grade will be considered for payment in conformance with GP-4.07.

Removal of Existing Raised/Recessed Pavement Markers. Removal of existing raised/recessed pavement markers will not be measured but the cost will be incidental to the asphalt item. Removal of existing raised/recessed pavement markers that are encountered below the existing pavement will be considered for payment in conformance with GP-4.07.

504.04.01 Price Adjustment for Asphalt Binder. A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of asphalt binder.

For adjustment purposes, the prevailing base index price will be the price specified for PG 64-22 (PG64S-22) at time of bid opening. Cost differentials between PG 64-22 (PG64S-22) and a binder specified shall be included in the price bid per ton for Asphalt. A historical database will be maintained by the Administration.

The PA will be made when the index price for the month of placement increases or decreases more than 5 percent of the prevailing base index price. Computations will be as follows:

$$\text{Percent Change} = ((Pp - Pb)/ Pb) \times 100$$
$$PA = T \times Q \times ((Pp - (D \times Pb))$$

Where:

PA= Price Adjustment for the current month

T = Design target asphalt content expressed as a decimal

Q = Quantity of asphalt placed for the current month

Pp = Index price for PG 64-22(PG64S-22) asphalt binder per ton for the month of placement

D = 1.05 for increases over 5 percent; 0.95 for decreases over 5 percent

Pb = Prevailing base index price for PG 64-22 (PG64S-22) asphalt binder per ton

PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Asphalt Binder. The item amount will be established by the Administration and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

504.04.02 Payment Adjustments for Asphalt Mix and Pavement Density. Payment adjustments for pavement density will be based on individual sublot core test data for a given lot and the lot average density as specified in this section and Table 504A. Payment reductions for density and for mix will be made by adjusting the payment for Asphalt. Incentive payments will be made using the Contract items for Asphalt Mix and Pavement Density. The item amounts established by the Administration shall not be revised. Payment reductions for density will be waived for portions of the pavement where a poor foundation is determined as the cause for inadequate density.

TABLE 504A		
Dense Graded Asphalt Mixes – Percent of Maximum Density		
Lot Average % Minimum	*No Individual Sublot Below %**	*Pay Factor (DF)*
94.0	94.0	1.050
93.8	93.7	1.045
93.6	93.4	1.040
93.4	93.1	1.035
93.2	92.8	1.030
93.0	92.5	1.025
92.8	92.2	1.020
92.6	91.9	1.015
92.4	91.6	1.010
92.2	91.3	1.005
92.0	91.0	1.000
91.8	90.8	0.990
91.6	90.6	0.980
91.4	90.4	0.970
91.2	90.2	0.960
91.0	90.0	0.950
90.8	89.8	0.940
90.6	89.6	0.930
90.4	89.4	0.920

90.2	89.2	0.910
90.0	89.0	0.900
89.8	88.8	0.890
89.6	88.6	0.880
89.4	88.4	0.870
89.2	88.2	0.860
89.0	88.0	0.850
88.8	87.8	0.840
88.6	87.6	0.830
88.4	87.4	0.820
88.2	87.2	0.810
88.0	87.0	0.800
Less than 88.0	87.0	0.750 or rejected by Engineer

Note 1: Lots with test data above 97.0 may be rejected. Lots that are accepted will receive a pay adjustment in accordance with the following:

(a) When the density lot average is above 97.5, the pay factor = 75%
(b) When 3 sublot densities are above 97.0, the pay factor = 95%
(c) When 4 or more sublot densities are above 97.5, the pay factor = 75%

Note 2: Pay incentive or pay disincentive will not be paid for placements identified as wedge/level courses or thin lift courses.

Note 3: When the Contractor's core specific gravity data does not compare with the Administration's core specific gravity data, only the Administration's single sublot values and lot average value will be used in acceptance decision.

Note 4: The average sublot values and the lot average will be used in acceptance decision.

Lots in conformance will be accepted per Sections 904, 915, and MSMT 735. A composite pay factor (CPF) for Asphalt content and gradation will be based on the total estimated percent of the lot that is within specification limits using the quality level analysis.

Payment adjustments will be computed as follows:

Density Lot Payment Adjustment = (DF – 1) x (AP) x (TL)
Mix Design Lot Payment Adjustment = (MF – 1) x (AP) x (TL)

Where:

MF = Mixture pay factor [0.55 + (0.5 x CMPWSL)]
Refer to MSMT 735 for CMPWSL.
DF = Density pay factor from Table 504A.
AP = Adjusted/applicable unit price per 504.04.01.
TL = Applicable tonnage per lot.

(a) A lot containing material with a pay factor of less than 1.000 may be accepted at the reduced pay factor if the pay factor is at least 0.800 and there are no isolated defects.

(b) A lot containing material with a pay factor of less than 1.000 may be accepted at the reduced pay factor provided the composite pay factor for asphalt content and grading is at least 0.750, and there are no isolated defects.

(c) A in-place density lot containing nonconforming material that fails to obtain at least a 0.800 pay factor and a mixture lot containing nonconforming material that fails to obtain at least a 0.750 pay factor for asphalt content and gradation will be evaluated to determine acceptance. Lots that are rejected shall be replaced.

(d) Lots with less than five Quality Control or Quality Assurance samples per in-place density lot will not be evaluated for incentive payment.

(e) When less than three mix samples have been obtained at the time of the acceptance sampling or at the time a lot is terminated, the Engineer will determine if the material in a shortened lot will be considered a part of the previous lot or whether it will be accepted based on the individual test data.

504.04.03 Dispute Resolution. Refer to 915.02.03.

C. SUBSIDIARY OBLIGATIONS

1. SANITARY PROVISIONS

An adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction shall be provided and maintained by the Contractor. Toilets are to be located where directed. Toilets shall be kept clean and comply with all local and state health requirements and sanitary regulations. Toilet facilities shall be of the prefabricated chemical type unless otherwise indicated.

2. PROVIDING and POSTING “NO PARKING” SIGNS

The Contractor shall provide all necessary limited and no parking signs for the Project, which must be approved by the Project Manager at least five (5) days before the start of any work requiring the use of such signs. Upon approval, the Contractor shall deliver said signs, at least five days prior beginning the work, to the City for posting by City personnel. A vehicle may be towed or otherwise moved only upon the written order of City personnel.

3. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall so conduct his work at all times as to insure the least possible obstruction of vehicular and pedestrian traffic. The convenience of the general public and the residents of the Town and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner as specified by the Project Manager. At all

times, residents contiguous to the construction area shall be allowed access to their homes.

4. BARRICADES AND WARNING SIGNS

a. The Contractor shall, at his expense, provide, erect and maintain at all times during the progress or the temporary suspension of the Work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep and maintain such danger lights, signals, and watchmen as may be necessary or as may be ordered by the Project Manager, to insure the safety of the public as well as those engaged in connection with the Work.

All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and which shall be kept burning from sunset to sunrise.

b. Traffic control devices shall conform in every respect to the requirements of the Maryland Manual of Traffic Controls for Highway Construction and Maintenance Operations, as amended, and the Manual on Uniform Traffic Control Devices for Streets and Highways, Department of Transportation/FHA, 1971, as amended.

5. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, and building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and the American Standard Safety Code for Building Construction, to the extent that such provisions are not inconsistent with applicable law or regulation.

D. SECTION NOT APPLICABLE

E. PERMITS

All permits necessary to construct the Project shall be obtained by the Contractor.

F. APPROVAL BY THE CITY OF COLLEGE PARK

It is expressly understood and agreed that the selection of the Contractor, and any Sub-Contractor, and acceptance of the Agreement for construction of the Project, is subject to the prior approval of the Mayor and Council of the City of College Park. The City may

for any reason deemed to be in its best interest decide not to award the bid and/or to enter into an Agreement for construction of the Project.

G. EMPLOYMENT AGENCY

For purposes of seeking qualified employees for the project, the Contractor may utilize the following agency:

Department of Labor Licensing and Regulation
Division of Employment Training
9829 Rhode Island Avenue
College Park, MD 20740

H. MEETINGS

The Contractor, or designated Supervisor, shall be available to meet with the Project Manager, and any State, County or City or Commission representative on an as-necessary basis.

I. GUARANTEE OF UNIT PRICE

The unit prices in the Contract shall be guaranteed by the Contractor for up to and until the completion of the project.

J. CONSTRUCTION SCHEDULE

The Contractor shall prepare a schedule of procedure and sequence of construction that shall be submitted within seven days after the Contract is signed by the Contractor, which must be approved by the Project Manager and/or Construction Manager. This schedule shall be reviewed periodically and adjusted as necessary, pending the availability of funding.

K. WAIVER OF LIENS

The Contractor shall provide a signed, notarized waiver of liens to the Project Manager and/or Construction Manager upon completion of the work, which shall state that all liens have been fully paid.

L. INTERIM AND FINAL INSPECTIONS

Upon completion of the work, or various phases of the work, as appropriate, the Project Manager and / or Construction Manager, in conjunction with any required governmental inspector, as necessary, will inspect the completed project or part thereof, and if deficiencies are present, shall so inform the Contractor, who shall have all said deficiencies corrected. The Contractor shall provide written certification that streets and rights of way are on grade. The Contractor is responsible for ensuring that all necessary inspections are scheduled and performed by the appropriate individual and/or agency.

The Project Manager and / or Construction Manager shall be notified immediately of any adverse or unexpected conditions located in the field in order to allow for inspection before further action is taken or work performed in that area.

M. UTILITIES

The Contractor is responsible for locating all utilities in the field, and for appropriate and timely notice of intent to perform work to all utilities involved. The Contractor shall coordinate the work, including all adjustments, with all utilities in the area. All adjustments of utilities shall be performed at the Contractor's expense. The Contractor shall ensure that all work involving any utility shall be inspected, approved, and accepted by that utility. Damage caused to existing facilities by the Contractor's operations shall be repaired or replaced at Contractor's expense to the utility's acceptance.

N. WORK RECORDS

The Contractor is responsible for maintaining all records necessary to demonstrate the cost, in terms of labor and materials, and for providing a final accounting of costs, of all phases of this Contract, as required by the City. This project is subject to audit by the City. The Contractor agrees to make all of its records available to the City upon request.

The records of the Contractor must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made or claimed by the Contractor for the Project. Contractor accounting records shall be maintained for a period of three (3) years after the final completion and acceptance of the Project.

O. CONTRACT DOCUMENTS

The Contract Agreement and the following enumerated documents form the contract:

Request for Proposals
Bid Proposal Forms and Affidavits
General Provisions
Special Provisions
Addenda
Permits
Bid Bond
Performance Bond
Labor and Materials Bond
Other Documents Contained within the Bid Specifications
Certifications and Affirmations required by the City

Maryland SHA Manual of Traffic Controls for Highway Construction and Maintenance Operation.
Manual on Uniform Traffic Control Devices for Streets and Highways
Prince George's County Department of Public Work's Transportation Standard Details
Maryland Department of Transportation, SHA, Standard Specifications for Construction

and Materials
M.S.H.A. Book of Standard Details
Maryland Bikeway Program Grant requirements

P. DRUG FREE WORK PLACE

Contractor shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Contract.

CITY OF COLLEGE PARK, MARYLAND
Request for Proposals CP-17-02
Sound Barrier Removal and Bike Trail Extension

BID PROPOSAL FORM (3 PAGES)

CITY OF COLLEGE PARK
Department of Finance
4500 Knox Road
College Park, MD 20740

BID DUE DATE: October 26, 2016
TIME: 2:00 p.m.

_____
(to be filled out by bidding company)

hereby submits the following proposal for the **Sound Barrier Removal and Bike Trail Extension RFP CP-17-02**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the General Provisions, Special Provisions, the Plans and Specifications, the proposed Contract and **Addenda Numbered** _____ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

CONCRETE MAINTENANCE PROPOSAL "A" PRICE FOR CONSTRUCTION

_____
(Written)

$ _____
(Figures)

ASPHALT PAVING PROPOSAL "B" PRICE FOR CONSTRUCTION

_____
(Written)

$ _____
(Figures)

SPECIAL TERMS AND CONDITIONS:

A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.

B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation. The contract is a one-year contract that expires four months after notice to proceed. The City reserves the right to extend this contract for an additional amount of time, if necessary.

C. Should the Contractor fail to complete the work within the time specified, the Contractor shall reimburse the Owner for any extra administrative and inspection costs necessitated by the continuance of the work beyond the time herein specified for completion. Such extra administrative costs charged to the Contractor as hereby agreed to in no way constitutes a penalty, but said costs represent additional expense to the Owner caused by delayed prosecution of the work by the Contractor. Such additional expense will be deducted from the monies due the Contractor at the time of final payment, recognizing any extensions of time granted by the Owner as herein provided in the Special Terms and Conditions.

The expenses for extra administration and inspection will be:

$100.00 per calendar day

Payment of the Owner's expenses as set forth herein shall be in addition to the Contractor's obligation as set forth in any other section hereof.

D. Accompanying the Proposal is a fully executed bid bond security in the amount of 5% of the total bid amount. Bid bonds, except those of the top three Bidders, will be returned after the related contract has been executed.

E. The prices shall be stated in both words and figures.

F. In submitting this bid, the Bidder certifies that the Bidder:

a. Currently complies with the conditions of §69-6 "Equal Benefits" of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
b. Will comply with the conditions of §69-6 at time of contract award; or
c. Is not required to comply with the conditions of §69-6 because of allowable exemption.

G. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name of Bidder: _____

Name of Individual Authorized to Bind the Bidder _____

Signature: _____

Federal ID Number: _____

Date: _____

_____ _____

Construction Firm License No. Date Issued

_____

Place of Issuance

How did you learn about this RFP?	
☐ City Staff	☐ eMaryland Marketplace
☐ findrfp.com	☐ Other (please specify): _____

UNIT PRICE SCHEDULES
Sound Barrier Removal and Bike Trail Extension, RFP CP-17-02
The City reserves the right increase or decrease approximate unit quantities without affecting the price

Item No.	Approximate Quantities	Description of Items and Price Bid (In Written Words)	Unit Price	Amount
100	LS	LUMP SUM OF—REMOVAL OF EXISTING STRUCTURES AT _____ PER L.S.	_____	_____
101	72	LINEAR FEET OF –METAL TRAFFIC BARRIER W-BEAM AT_____ PER LIN. FT.	_____	_____
102	1	EACH OF ---TYPE C END TREATMENT AT_____ EACH	_____	_____
103	1	EACH OF ---TYPE K END TREATMENT AT_____EACH	_____	_____
104	LS	LUMP SUM OF –EXCAVATION AND GRADING AT_____ PER L.S.	_____	_____
105	62	SQUARE YARDS -4-inch Graded Aggregate for Base Course AT_____ PER SQ. CY.	_____	_____
106	14	TONS OF - 4 INCH HOT MIX ASPHALT SUPERPAVE 19.0MM FOR BASE PG 64-22 LOW ESAL's AT _____ TONS	_____	_____
		(Using Items 100 - 106)	Total Bid Dollars	Cents
Total Bid			_____	_____

TO BE SUBMITTED WITH BID

RFP CP-17-02
CERTIFICATE OF REGISTRATION

A. Bidders are required to show evidence of a Certificate of Registration before the bid may be received and considered on a general contract or subcontract of $20,000.00 or more. The Bidder shall place on the outside of the envelope containing his bid and in his bid over his signature the following notation: "Registered Maryland Contractor No._____" as well as providing this information on this form.

B. An opinion by the Attorney General has granted an exemption to all properly qualified non-resident corporations as well as to resident General Contractors and Subcontractors. These firms need merely apply for an Exemption Certificate in order to meet the requirements of the law. Individuals, firms, partnerships and associations are required to qualify by application and submission of a financial statement. Bids on Federal projects are exempt under the law.

C. The bidder shall provide its Federal Employer Identification Number.

Federal EIN Number: _____

TO BE SUBMITTED WITH BID

RFP CP-17-02
NON-COLLUSION AFFIDAVIT

The following affidavit is attached hereto and made a part thereof.

STATE OF _____)
ss:
CITY/COUNTY OF _____)

_____being first duly sworn, deposes and say: That he/she
(name of affiant)

is the _____
(Title)

of _____
(Name of Corporation)

(or a partner of _____).
(Name of Partnership)

The party making the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, Firm or corporation acting on (his) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

_____(SEAL)
To be signed by Bidder, if the Bidder is an Individual, or by a *Partner*, if the Bidder is a Partnership, or by a duly authorized Officer, if the Bidder is a Corporation

TO BE SUBMITTED WITH BID

RFP CP-17-02
AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

(1) I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) 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 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, 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, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article 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); and

(3) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, 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 under a State of federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and

(4) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, 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 found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

(5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle

(6) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

(7) State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

_____

_____

_____

_____

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

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

_____ _____

Date Signature

Printed Name:_____

TO BE SUBMITTED WITH BID

RFP CP-17-02
CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

IMPORTANT

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking this Project and working under the jurisdiction of the City of College Park, Maryland.

1. **GENERAL**

(a) Legal Title and Address of Contracting Organization

_____

_____

_____

Telephone: _____ FAX: _____

E-mail: _____

(b) Name of Contractor's Representative, Title and Address

_____

_____

_____

_____

(c) Check one:
_____ Corporation
_____ Partnership
_____ Individual

Name and Address of your Bonding Company:
_____
_____
_____

CIRCLE BELOW WHETHER:
Union
Non Union
Open Shop

(d) If a Corporation - State:

Capital Paid in Cash $_____ Date of Incorporation _____

State in which Incorporated _____

Name and Title of Principal Officers	Date of Assuming Position	Address	Phone Number

(e) If Partnership - State:

Date of Organization _____ Nature of Partnership (General, Limited or Association)

_____

Names and Addresses of Partners:	Phone Number	Age

(f) If Individual - State:

Full Name, Address, and Phone Number of Owner _____

_____

(g) List major items of equipment fully owned by organization, giving approximate value and age. (If not fully owned, so state.) _____

_____

_____

(h) Is any member of your organization employed by the State of Maryland, any County or municipal corporation in Maryland, a member of any State Institution's Board of Managers or Trustees, or in any way officially connected with the State, County or Local Governments? If yes, explain.

_____

_____

(i) Give name and date about any site development project you have failed to complete (use separate sheet if necessary). _____

(j) Has your organization ever been party to any criminal litigation as a result of services rendered, regarding work performance, methods, costs, etc? If yes, explain. _____

_____

2. **FINANCIAL**

(a) Give value of all construction equipment fully owned by your organization.

_____

(b) Give value of total assets of organization (including equipment value in 2a above). _____

(c) Give value of total liabilities of organization.

_____

(d) Give total contract value of work accomplished by, or pending award to your organization. __

_____

(e) Give contract value of work presently being accomplished by, or pending award to your organization. _____

_____

_____

(f) Give value of any judgments or liens outstanding against your organization. _____

_____

(g) Has any Bonding Company refused to write or issue a bond for you on any construction work? _____ If yes - Explain. _____

_____

_____

(h) Give maximum value of contract work for which you could obtain a bond. _____

_____

(i) 1. What is the money value of the largest project accomplished by your Organization? __

2. Maximum value in last three (3) years. _____

3. Maximum value you prefer to undertake. _____

4. Price range of work your organization is deemed best adapted to undertake. _____

(j) Is your organization licensed in the State of Maryland for the current year? _____

The above statements are certified to be true and accurate.

DATED at _____ this ___ day of _____. 2016.

By _____
(Signature)

_____
(Title of Person Signing)

STATE OF

CITY/COUNTY OF _____, ss:

_____ , being duly sworn states that he/she is the

_____ of _____ and that he/she is duly

authorized to execute this document on behalf of _____ this day of _____, 2016.

_____
Notary Public

My commission expires: _____

TO BE SUBMITTED WITH BID

RFP CP-17-02
REFERENCES

List up to six (6) projects--include the following information:

1. _____
Name of Project

_____
Physical Address, including City and State

_____
Point of Contact, including address and phone number

_____

_____
Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

2. _____
Name of Project

_____
Physical Address, including City and State

_____
Point of Contact including address and phone number

_____

_____
Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

3. _____

Name of Project

_____

Physical Address, including City and State

_____

Point of Contact including address and phone number

_____

_____

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

4. _____

Name of Project

_____

Physical Address, including City and State

_____

Point of Contact including address and phone number

_____

_____

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

5. _____

Name of Project

_____

Physical Address, including City and State

_____

Point of Contact including address and phone number

_____

_____

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

6. _____

Name of Project

_____

Physical Address, including City and State

_____

Point of Contact including address and phone number

_____

_____

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

TO BE SUBMITTED WITH BID

RFP CP-17-02
TENTATIVE CONSTRUCTION SCHEDULE

Attach tentative construction schedule – Gantt chart preferred

TO BE SUBMITTED WITH BID

RFP CP-17-02
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal, hereinafter called the

Principal, and _____ a corporation duly organized under the

laws of the State of _____, as Surety, hereinafter called

the Surety, are held and firmly bond unto City of College Park, hereinafter called "City",

for the sum of _____, for the payment of which sum, the said

Principal and the said Surety bind ourselves, our heirs, executes, administrators,

successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Principal, upon acceptance by the City if its bid identified above, within the period specified herein for acceptance, being 120 days if no period is otherwise specified, shall execute such further contractual documents, if any, and give such bond(s), as may be required by the terms of the bid as accepted within the time specified, being ten (10) days if no period is otherwise specified, after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the City for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 120 calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:

WITNESS: Individual Principal

_____ _____(SEAL)

Co-partnership Principal

_____
(Name of Co-Partnership)

WITNESS:

_____ By:_____(SEAL)

_____ By:_____(SEAL)

_____ By:_____(SEAL)

Corporate Principal

_____
(Name of Corporation)

Attest:

_____ By:_____
Corporate Secretary

Title _____

AFFIX
CORPORATE
SEAL

SURETY _____
Name of company

Attest:

_____ By:_____

Title: _____

CORPORATE ACKNOWLEDGEMENT – Signing Bond

STATE OF MARYLAND) ss:
CITY/COUNTY OF _____) :

On this _____ day of _____, 2016, before me, the undersigned

notary public, personally appeared _____,
(Corporate Secretary or other Officer)
and acknowledged as follows:

That he/she is the _____ of the
(Title)
_____, a corporation in good standing in the State of
(Name of Corporation)
Maryland and named as Principal in the attached instrument;

That _____ as _____

of said corporation, being so authorized, did sign the aforegoing instrument on behalf of the Principal;

That said signature is genuine and that said instrument was duly signed, sealed, and attested to on behalf of the said corporation by authority of the following officers of said corporation:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

and that said acknowledgement of the said instrument is the free act and deed of the said corporation.

(SEAL) _____
Notary Public

CITY OF COLLEGE PARK,CONTRACT
Request for Proposals CP-17-02
Sound Barrier Removal and Bike Trail Extension
SAMPLE CONTRACTOR AGREEMENT

THIS CONTRACT is effective this _____ day of _____, 2016 by and between the City of College Park, (hereinafter referred to as the "City") and _____ (hereinafter) referred to as "Contractor".

WHEREAS, the City wishes to provide for **Sound Barrier Removal and Bike Trail Extension**; and

WHERAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the City and the City's Engineer as project manager and/or his designee as construction manager. The work to be performed by the Contractor is as follows:

The work to be completed under this contract shall include all labor, equipment and materials necessary to remove and dispose of 10 sound barrier wall panels, construct a new 50-ft long by 10-ft wide asphalt bike trail, and install a w-beam traffic barrier with end treatments (the "Project"). Please note that maintenance of traffic shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to all items.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents.

II. DATES OF WORK

This project shall be substantially completed 90 day after the issuance of the notice to proceed. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Terms and Conditions.

III. CONTRACT PRICE

The City agrees to pay the Contractor the sum of _____ Dollars ($ _____) for the performance of the Contract.

IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the Contract and they are fully a part of the Contract as if attached hereto:

Request for Proposals
Bid Proposal Form, Unit Price Schedules and Affidavits
General Provisions
Special Provisions
Addenda
Permits
Bid Bond
Performance Bond
Labor and Materials Bond
Other Documents Contained within the Bid Specifications
Certifications and Affirmations Required by the City
Maryland SHA Manual of Traffic Controls for Highway Construction and Maintenance Operation.
Manual on Uniform Traffic Control Devices for Streets and Highways
Prince George's County Department of Public Work's Transportation Standard Details
Maryland Department of Transportation, SHA, Standard Specifications for Construction and Materials
M.S.H.A. Book of Standard Details
Maryland Bikeways Program Grant requirements

The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking on Accessibility Guideline for Shared Use Paths.

The bid documents and construction schedule submitted by the Contractor are incorporated herein and made part of the contract documents by reference.

V. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VII. INSURANCE AND INDEMNIFICATION

a. Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City and the Maryland Department of Transportation as additional insureds, with the exception of the workers compensation insurance, and provide an additional insured endorsement.

iv. Comprehensive General Liability Insurance:

(3) Personal injury liability insurance with a limit of $2,000,000 each occurrence/aggregate;

(4) Property damage liability insurance with limits of $2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance. The City will not be liable for any damages during construction.

v. Automobile Liability Coverage: Automobile fleet insurance $1,000,000 for each occurrence/ aggregate; property damage - $500,000 for each occurrence/aggregate.)

vi. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of $500,000. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City and Maryland Department of Transportation within five (5) business days following the execution of this contract and prior to commencement of any work. The City and Maryland Department of Transportation shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-"

or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

b. The Contractor shall also furnish to the City and Maryland Department of Transportation a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The Contractor shall indemnify and save harmless the City and the Maryland Department of Transportation and their officers, employees and agents, from all suits, actions and damages or costs of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the Contractor, its agents and employees, or to other causes.

VIII. LICENSES, PERMITS AND APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the items will be free from defects, and that the items are fit for the purpose for which intended, with the exception that the Contractor will not be responsible for any defects in the footbridge provided by the City. Further, the Contractor shall, in a manner acceptable to the City, return to original condition any property disturbed or damaged during the work.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this contract.

XI. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the City engineer or other City representative. A final inspection of the work shall be made by a representative of the City and the Contractor at the end of the work and cure period to ensure that all requirements have been met.

XII. RETAINAGE

The City will pay the contract price, less 5% retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The remaining 5% retainage shall be paid to the contractor within six months following the end of all work, and correction of any deficiencies. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release the contractor from any liability in excess of the retainage.

XIII. PERFORMANCE BOND

The Contractor shall give a Performance and Labor and Material Bond within ten business (10) days after the date of the award of the Contract. The Performance and Labor and Material Bond shall be in the amount of 100% of the Contract Price.

XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged as a result of work performed under this contract, to the satisfaction of the City.

XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

XVI. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

XVII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

For the City:
Scott Somers, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

For the Contractor:
_____
_____
_____
_____

XVIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XIX. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract.

XX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the City Engineer. No interpretation shall be considered binding unless provided in writing by the Engineer. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

XXI. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

XXII. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXIII. NON DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work. Contractor shall post its non-discrimination policy in conspicuous places.

C. The Contractor will, in all advertisements or solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

XXIV. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

XXV. DRUG FREE WORK PLACE

Contractor shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Contract.

XXVI. OTHER PAYMENTS; EXPENSES; TAXES

The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto

further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

XXVII. SUBCONTRACTING

The Contractor may not subcontract any other work required under this Agreement without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

XXVIII. CONSTRUCTION AND LEGAL EFFECT

This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

XXIX. NO ASSIGNMENT

This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

XXX. RELIEF

The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to seek preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from

pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

XXXI. ENFORCEMENT PROVISIONS

The failure of the City or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

XXXII. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

XXXIII. SET-OFF

In the event that Consultant shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the City.

XXIV. ENTIRE AGREEMENT

This contract, including attached hereto, constitutes the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2016.

WITNESS: CITY OF COLLEGE PARK

_____ By: _____

Janeen S. Miller, CMC, City Clerk Scott Somers, City Manager

WITNESS: CONTRACTOR: _____

_____ By: _____

Signature

Title: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Suellen M. Ferguson, City Attorney

RFP CP-17-02
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ hereinafter known as the "Contractor," as Principal, and _____, as Surety, are held and firmly bound unto City of College Park as obligee, hereinafter known as the "Owner," in the penal sum of _____ lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and all persons, doing work or furnishing skill, tools, machinery, or materials under or for the purpose of the Contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by present.

AFFIXED WITH OUR SEALS THIS ____ day of _____, 20____.

WHEREAS, the Contractor _____ by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work according to this Contract.

All work to be performed in strict accordance with the attached Agreement or Contract, plans and specifications, which Contract is by this reference made a part hereof.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that is the said Contractor _____ shall complete the work provided for in said Contract according to the terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the Contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH, THAT IF _____ as Contractor, shall fully and faithfully perform work in accordance with the terms of the annexed 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 the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this Contract, and if the Principal 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 null and void, otherwise they _____, as Contractor, and _____, as Surety, jointly and severally agree to pay the Owner the difference between the sum of which the said _____, as Contractor, would be entitled in the completion of the Contract, and that which the Owner, may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contractor, properly and in all things to keep and execute the provisions of the Contract.

And the said _____, as Contractor, and _____ as Surety, hereby further bind themselves, their successor,

assigns, heirs, executors and administrators, jointly and severally, and agree that they shall indemnify and save harmless and shall pay all amounts, damages, costs and judgments which may be recovered against, and all expense incurred by, the Owner and all representatives of said Owner, from or arising out of all or any suits, actions or claims of any character brought on account of any injuries or damages sustained by any persons or property in consequence of any neglect in safeguarding the work or any such claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair or maintenance thereof or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment, or material, furnished under the said Contract, and will also pay any damages for delay in performance, as stated in the Contract; further, failure to do so with such person, firms, partnership, or corporation shall give them a direct right of action against the principal and surety under this obligation.

As 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 of the work to be performed thereunder of the plans or specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the plans or specifications.

Without limiting the effect of any other provision herein contained, this bond is to be construed as a statutory bond under the provision of:_____ as amended to date.

IN WITNESS WHEREOF, the said _____ has caused _____ corporate seal to be hereto affixed, and the presents to be signed in its name by _____, and the said _____ _____ as Surety, has caused _____corporate seal to be hereto affixed and these presents to be signed in its name by _____

(As to Contractor) CONTRACTOR (Seal)

Signed, sealed and delivered in the presence of: _____

By: _____ L.S. _____

Title: _____

(As to Surety) SURETY (Seal)

Signed, sealed and delivered in the presence of: _____

By: _____ L.S. _____
Attorney-in-Fact

APPROVED AS TO FORM COUNTERSIGNED

By: _____ L.S. _____
Resident Agent

NOTE: If the Principal is a corporation, the bond shall be signed by the President or Vice President, attested by the Secretary and the Corporate Seal Affixed. If the principal is a partnership, the bond shall be signed in the partnership name by one of the general partners.

RFP CP-17-02
LABOR AND MATERIALS BOND

This Bond is issued simultaneously with the performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract:

KNOW ALL MEN BY THERE PRESENTS: that _____
(Here insert full name)

_____
(Address of legal title of Contractor)

as Principal, hereinafter called Contractor, and

_____
(Here insert full name and address of legal title of Surety)

a corporation created existing under the laws of the State of Maryland, hereinafter called Surety, are held and firmly bound unto City of College Park as Obligee, hereinafter called the Owner, for the use and benefit of claimants as herein below defined, in the penal sum of

_____
(Full value of contract price in written words)

in lawful money of the United States, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS

Principal has a written agreement dated _____, 20 _____, entered into by Contractor with Owner in the sum of _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the 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 it shall remain in full force and effect, subject however, to the following conditions;

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials we furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum of sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the a party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner and Surety, and any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said improvement, whether or not the claim for the amount of such lien be presented under and against this bond.

5. 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 the work to be performed thereunder or the specifications accompanying the same shall in anywise 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. No final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Signed and sealed this _____ day of _____, 20____

IN THE PRESENCE OF:

_____ _____

(Principal) (Seal)

By: _____

Title _____

_____
(Surety) (Seal)

By: _____

Title:_____